



Mayor: Mario Garza
Mayor Pro-Tem: Pete Garcia
Commissioners: Jesus “Jesse” Ramirez
Ernesto “Neto” Guajardo
Leonardo “Lenny” Sanchez

The City of San Juan does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the Office of the City Secretary at 956-223-2200 at least 24 hours prior to the scheduled meeting to make proper arrangements.

SAN JUAN CITY COMMISSION

Location: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589
Tuesday, September 11, 2018

REGULAR MEETING AGENDA
6:30 PM

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

V. PRESENTATIONS

A. MixFit Performance - Group Training Marleyana Bustamante.

B. Presentation of Departmental Reports: Department of Planning and Zoning,
Department of Parks and Recreation, San Juan Memorial Library and
Department of Sanitation.

1. Department of Planning and Zoning Monthly Report.

2. Department of Parks and Recreation Monthly Report.

3. San Juan Memorial Library Monthly Report.

4. Department of Sanitation Monthly Report.

VI. PUBLIC HEARING/ORDINANCES

- A.** Hold Second Public Hearing on Adopting the Proposed Tax Rate and Levy for the City of San Juan, Texas, for the Fiscal Year Beginning October 1, 2018 and Ending September 30, 2019.

VII. DISCUSSION AND POSSIBLE ACTION ON ALL THE FOLLOWING MATTERS:

- A.** Consider Authorizing the City of San Juan, Texas to Accept a Grant Application for Funding of the Staffing for Adequate Fire & Emergency Response (SAFER) Grant awarded for the Fiscal Year 2017.
- B.** Discussion and Possible Action to Authorize the Mayor to Execute the Inter-Local Contract Between the City of San Juan and the Lower Rio Grande Valley Development Council for the Regional Solid Waste Grant Program.
- C.** Consider Authorizing City Manager to enter into an Inter Local Agreement with the City of Weslaco for Animal Shelter Professional Services.

VIII. CONTRACTUALS/RESOLUTIONS

- A.** Consider Amending Resolution Authorizing the City of San Juan to Submit an Application for Funding to Office of the Governor, Homeland Security Division for Hidalgo 2017 Operation Stonegarden Project.
- B.** Consider Authorizing City Manager to enter into an Agreement Between Pharr-San Juan-Alamo Independent School District and the City of San Juan Police Department.
- C.** Consideration and Approval of a Resolution Requesting Financial Assistance from the Texas Water Development Board in the Principal Amount of \$9,400.000 for Constructing Various Public Improvements to the City's Utility System; Authorizing the City's Financial Advisors, Bond Counsel, and Engineers to Coordinate the Submission of an Application to the Texas Water Development Board; and Other Matters in Connection Therewith.

D. Consideration and Approval of a Resolution Requesting Financial Assistance from the Texas Water Development Board in the Principal Amount of \$4,300.000 for Constructing Various Public Improvements to the City's Utility System; Authorizing the City's Financial Advisors, Bond Counsel, and Engineers to Coordinate the Submission of an Application to the Texas Water Development Board; and Other Matters in Connection Therewith.

E. Consideration and Approval of a Resolution Approving the City's Plan of Finance Pertaining to the Contemplated Issuance of Obligations to be Designated as "City of San Juan, Texas Waterworks and Sewer System Revenue Bonds", In One More Series, Authorizing the City Staff and the City's Financial Advisor and Bond Counsel to Proceed with this Plan of Finance; and Authorizing Other Matters Related to the Foregoing.

IX. CONSENT AGENDA

A. Consider Adoption of an Ordinance in Second Reading for a Conditional Use Permit to operate a portable food concession stand at the parking lot located at 1101 E. FM 495, legally described as the West 440 feet of the South 495 feet of Lot 5, Block 39, Alamo Land and Sugar Company's Subdivision, as Requested by Javier Leal.

B. Consider Adoption of an Ordinance in Second Reading for a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "Prim's Place" located at 202 W. Business 83, legally described as the West 125 feet of the East 605 feet of Park Lots Subdivision, as Requested by Jose Marcos Montalvo.

X. EXECUTIVE SESSION

A. The San Juan City Commission will Convene in Executive Session, in Accordance with the Texas Open Meeting Act, Vernon's Texas Statutes and Codes Annotated, Government Code Chapter 551 et seq;

1. Pursuant to Section 551.074 PERSONNEL MATTERS; Discuss the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee (Director of Information Technology, Director of Planning and Zoning).

XI. RECONVENE

- A. The City Commission will Reconvene in Open Session to Take Necessary Action if any, in Accordance with Chapter 551, Open Meeting Subchapter E, Procedures Relating to Closed Meeting 551, Requirements to Vote or Take Final Action in Open Meeting.

XII. ADJOURNMENT

CERTIFICATION

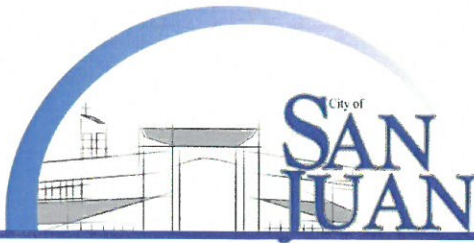
I certify that the above notice of the Regular Called Meeting of the City of San Juan is true and correct; and that I posted such notice on the bulletin board. A place convenient and readily accessible to the public on the _____ in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551-041 - §551.050).

DIANA CAVAZOS
CITY SECRETARY
CITY OF SAN JUAN, TEXAS

CERTIFICATION OF REMOVAL

I certify that the agenda of items to be considered by the City Commission was removed by the City Secretary's Office from the San Juan City Hall bulletin area on the the _____ of _____, 2018.

OFFICE OF THE CITY SECRETARY



Mayor: Mario Garza
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Commissioners: Jesus "Jesse" Ramirez
Ernesto "Neto" Guajardo
Leonardo "Lenny" Sanchez
"The Friendly City"

MEMORANDUM

TO: Benjamin Arjona, City Manager
FROM: Antonio Jaramillo, Interim Planning Director *AO*
DATE: September 11, 2018
SUBJECT: August 2018 Report

The City of San Juan Planning Department is busy processing subdivision plats, rezoning applications, applications for special/conditional use permits, applications for variances and undertaking other duties as listed below.

- 68 building permits were issued with a \$1,818,181.00 in total valuation.
- 313 garage sale permits were issued (\$3,130 in revenues).
- Provided customer service and support to 996 people and handled approximately 2,333 calls.
- The building inspectors made approximately 532 inspections.
- Thirteen (13) permits were issued for new houses.
- Provided customer service and handled approximately 325 calls regarding animal control.

SUBDIVISIONS IN PROCESS

- Minnesota Vegas Ranches Phase 1
- Saint Michel
- County Park Phase 1
- Perez-Garza
- Kings Apartments
- Las Misiones de San Juan
- Grande Produce No. 2

NEW BUSINESSES OPENING IN THE CITY DURING THIS MONTH

- Iglesia Casa de Dios El Shaddai – 302 E. Business 83

SUBSTANTIAL BUILDING PERMITS ISSUED OR PROCESSED IN THE PAST MONTH

- Sweet Tooth Dentist Office – 108 E. FM 495
- Marengo Warehouse Expansion – 5316 S. Stewart Rod
- Residential / Apartment Complex – 316 E. 4th Street

CONDITIONAL AND SPECIAL USE PERMITS IN PROCESS

- Alcohol Sale Permit – Lucky 7 Mini Mart

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Phone: (956)223-2220 • Fax: (956) 787-5978

REZONING APPLICATIONS IN PROCESS

- None

VARIANCE APPLICATIONS IN PROCESS

- None

ORDINANCES IN PROCESS

- None

UTILITY EASEMENTS

The Department worked with the Project Engineer and the Utilities Director to obtain the necessary easement to undertake the First Time Sewer Connections Project. Sixty four (64) easements were obtained from property owners at no cost to the City. Three (3) easements were pursued from property owners along the expressway for the 12-inch Water Line Project from the Bank of America property to the future Retama Avenue. All three easements were already obtained.

DAVIS-BACON REGULATIONS

The Planning Department conducts employee wage interviews and reviews payroll reports to make sure the project contractors and subcontractors are in compliance with the Davis-Bacon Federal Act. At this time the only project that is impacted by this Act because federal funds are involved is the Water Plant # 2 Expansion Project.

METROPOLITAN PLANNING ORGANIZATION

The Department represents the City of San Juan in the Metropolitan Planning Organization (MPO) Technical Advisory Committee for County-wide transportation planning. Meetings are attended monthly.

HIDALGO COUNTY URBAN COUNTY PROGRAM

The Fiscal Year (2017) project includes paving improvements in the Clark Terrace Phase 1 & 2 Subdivisions. The documents were submitted on time by the department to start the advertisements and the environmental review. The Urban County Program has entered into a contract Perez Consulting Engineers for the engineering plans. If everything goes according to schedule the project will go out for bid in August 2018 and will be completed in the Fall of 2018.

The Fiscal Year 31 (2018) project will involve the repaving of streets in the High School East Subdivision along PSJA Bears Trail Street. If everything goes according to schedule the project is expected to be completed by the Summer of 2019.

PAVING IMPROVEMENTS PROJECT PHASE 2

\$1.84 million is available for additional street improvements throughout the city. The engineering contract with Cruz-Hogan Consultants was approved by the City Commission on August 22, 2017. The funds available include the cost associated with engineering, surveying, geotechnical studies and testing and construction costs. The project went out for bids on February 28, 2018 and the bid opening took place on March 28, 2018. Texas Cordia LLC. out of Edinburg is the construction firm that was selected for the project at a cost of \$1,960,201.00. The project is 15% complete and should be finished by the Fall of 2018. The project includes drainage improvements at the intersection of Ridge and Nebraska Street.

COMPREHENSIVE PLAN PROJECT

Meetings are being held monthly with the project committee and Ann Bagley the project consultant. Our next meeting will be held on Thursday, September 13. During the meeting we will discuss the Transportation section of the Plan, Current Land Use Map, Text and Future Land Use Map.

August 2018 MONTHLY REPORT

	Count	Valuation	Fees
New Commercial	0	0	0.00
New Apartments	0	0	0.00
New Residence	13	1,230,672	5,657.60
Residential Addition	2	46,000	336.50
Residential Repair /Remodel	18	77,415	601.00
Comm. Remodel / Additions	1	200,000	760.00
House Moving	1	28,000	110.00
Mobile Homes (Moved In)	1	169,915	100.00
Demolitions	1		100.00
Carports	3	8,973	116.10
Garages	0	0	0.00
Fences	9	10,170	211.02
Storage Rooms	10	27,586	267.18
Driveways/Sidewalks	2	8,500	85.00
Patios/Porches	5	8,300	141.65
Swimming Pools	0	0	0.00
Signs - Temporary	0	0	0.00
Signs - Permanent	2	2,650	60.00
Miscellaneous	0	0	0.00
TOTAL PERMITS	68	\$1,818,181	\$ 8,546.05
Plumbing	89		3,800.00
Electrical	47		3,742.00
Mechanical	13		1,287.00
Electrical Licenses	1		60.00
Renewals /ReInspections	10		1,352.50
Occupational Licenses	0		0.00
Garage Sales	313		3,130.00
GRAND TOTAL	532	\$1,818,181	\$ 20,665.05



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Brenda Escalante, Aide

DATE: 08/28/2018

SUBJECT: Department of Parks and Recreation Monthly Report.

For the month of August 2018, we have the following to report:

Parks Division, staff continues to maintain our city parks and landscape areas as needed. This past month staff worked on the following areas.

- Assisted with operation Lone Star in coordination with PSJA ISD. We provided the large tent for them throughout the week of July 23-30.
- On August 25, 2018 staff assisted with the National Night Out hosted by the San Juan Police Department. Duties included putting up and taking down of the large tent, assisting with electrical throughout the festival grounds, as well as keeping the area clean of any trash.

During the month of August the Parks Division welcomed Mr. Rene Lopez and Frank Bustos to our department.

Events Division, Event Coordinator Ruben Rodriguez and staff having been working the following areas.

- Begin discussions and planning for our annual Noche De Paz festival that is scheduled to take place on Saturday December 8, 2018.
- Finalizing the sponsorship package and flyer that will be using to promote and solicit sponsors for the event.
- On August 15, 2018 staff took part in Hidalgo County Precinct 2 school supply give a way.
- August 25, 2018 staff assisted the San Juan Police Department with their annual night out event.

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Recreation Division, this past month staff has been coordinating and promoting upcoming programs and events. The following are events in which staff participated.

- August 4, 2018 Back to School Expo at PSJA High. Staff passed out flyers and registration forms for all upcoming fall sports programs.
- August 15, 2018 Back to School Supply Distribution at Hidalgo County Precinct 2. Staff passed out school supplies as well as information regarding upcoming events.
- August 16, 2018 PSJA Schools PE Coaches meeting. Staff met with San Juan schools coaches to discuss all upcoming fall programs.
- National Night Out August 25, 2018 parks staff set up an information booth and passed out popcorn to the public. In addition, staff handed out promotional t-shirts left over from previous programs as well as flyers and registration forms for all upcoming events.

Maintenance Division, staff continues to provide professional maintenance and custodial service throughout the city. The following areas were addressed this past month.

- Amigos Del Valle, a water leak issue was addressed as well as issues with the air condition system.
- Air condition issues were also addressed at fire department #2.

On August 27, 2018 the portable building was formally approved by the PSJA ISD school board and the MOU has been signed and is in place. Currently we are coordinating with PSJA ISD to set a date as to when the portable will be moved to the San Juan Wetlands.

UPCOMING EVENTS:

October 6, 2018 Fall programs begin

October 31, 2018 Halloween Festival

November 1, 2018 Homecoming Parade



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MEMORANDUM

TO: Mr. Benjamin Arjona, City Manager
FROM: Armandina Sesín, Library Director
DATE: September 4, 2018
SUBJECT: August Monthly Report

Enclosed is the August monthly report including statistics and programs:

For the month of August we had 2,557 visitors. Out of those visitors, 455 were here for computer use only. We had 73 new patrons added to our circulation system. We requested and received thirty two (32) Interlibrary Loans (ILL). The library checked out a total of 1,970 items both adult and children's. We had 86 in-house circulation items. We helped the public with an estimated 808 reference/informational questions. We had 25 children's programs with an attendance of 88 people. The monthly amount deposited was \$1421.54 both fines and fees.

Please see attached statistical report.

During the month of August:

- Attended the Directors' meetings.
- Attended the City Commission meetings.
- Went to City Hall to make the weekly money deposits for the library.
- Attended the San Juan Memorial Library Board meeting.
- Attended the Land Use meeting.
- Attended the HCLS meeting at the McAllen Public Library.
- Attended the Interlibrary Loan (ILL) and TexShare Workshops at the McAllen Public Library.
- Attended the first meeting of the American-Mexican Association USA (AMA – USA) Initiative at the Mexican Consulate in McAllen.
- Attended the Budget meeting.
- Managed the day to day operations of the San Juan Memorial Library

Meetings to be held in September, 2018

Multipurpose Room

Spanish GED Classes, September 4th to 24th
Active Shooter Webinar, September 6th
Planning & Zoning, September 6th 13th & 20th
Library's Monthly Staff Meeting, September 7th
EDC Meetings, September 11th & 25th
City Commission Meetings, August September 11th & 25th
Directors' Meeting, September 12th & 26th
Keep San Juan Beautiful, September 12th
Civil Service Entry Exam, September 18th
Driving Safety Presentation, September 25th
Trenching & Excavation, September 26th
Work Zone Safety, September 27th

Training Room:

No meetings will be held during the month of September.

San Juan Memorial Library
August 2018 Statistics

Statistics	
Total Visitors	2,557
Computer Users	455
Total Checkouts	1,970
In-House Use	86
Inter-Library Loans	32
New Patrons	73
Reference\ Informational Questions	808
FAX transactions	75
Children's Programs	25
Attendance	88

Multipurpose Room Reservations	Attendance
1st Library Board Meeting	7
3rd City Manager - Executive Room	2
6th San Juan Library - Executive Room	4
7th Civil Service Exam	7
9th Planning & Zoning	15
14th EDC Board Meeting	11
14th City Commission	32
15th Directors Meeting	15
15th Civil Service Commission	5
16th Planning & Zoning	11
21st Human Resources - Executive Room	7
21st Townhall Meeting	14
22nd Human Resources - Executive Room	7
23rd Budget Meeting	15
28th EDC Board Meeting	11
28th City Commission	38
29th Directors Meeting	14
30th Townhall Meeting	15
31st Active Shooter Presentation	55
Total	130

Checkouts	
DVDs	342
Books Juvenile	1,395
Books Adult	233
Total	1,970

WiFi Usage	
LibGuest	344
LibStaff	36
LibAdmin	0
Total	380

Study Room Attendance	
Study Rooms	102

Facebook Page	
Likes	2
Visitors	4

SJML Homepage	
Visitors	47,483

Deposits	
Fines	\$ 562.55
Copies	\$ 858.99
Total	\$ 1,421.54

Youth & Children's Programs/Attendance

Date	Program	Attendance
Wednesday, August 1, 2018	Coloring	6
Friday, August 3, 2018	Coloring	4
Tuesday, August 7, 2018	Homework	4
Wednesday, August 8, 2018	Homework	2
Thursday, August 9, 2018	Coloring	5
Thursday, August 9, 2018	Game Night	3
Thursday, August 9, 2018	Coloring	3
Friday, August 10, 2018	Coloring	3
Friday, August 10, 2018	Homework	3
Wednesday, August 15, 2018	Toddler Time	4
Thursday, August 16, 2018	Coloring	5
Thursday, August 16, 2018	Movie	7
Friday, August 17, 2018	Coloring	2
Saturday, August 18, 2018	Story Time/Craft	3
Saturday, August 18, 2018	Movie	3
Wednesday, August 22, 2018	Coloring	2
Thursday, August 23, 2018	Coloring	5
Thursday, August 23, 2018	Game Night	3
Saturday, August 25, 2018	Coloring	3
Thursday, August 28, 2018	Homework	2
Wednesday, August 29, 2018	Toddler Time	4
Wednesday, August 29, 2018	Homework	2
Wednesday, August 29, 2018	Coloring	3
Thursday, August 30, 2018	Homework	4
Friday, August 31, 2018	Coloring	3
Total	25	88



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MEMORANDUM

TO: Benjamin Arjona, City Manager
FROM: David Salinas, Interim Director of Sanitation
DATE: September 5, 2018
SUBJECT: Monthly Report August 2018

SANITATION DEPARTMENT

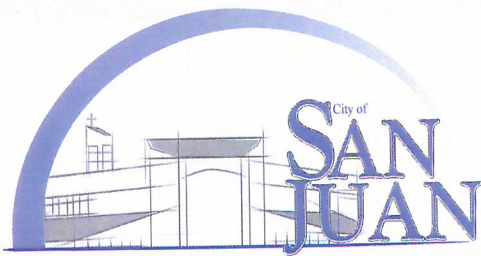
- Solid Waste Collection ran on schedule all month.
- Brush pickup ran two weeks behind schedule in August.(Mechanical Failure)
- Drop off Site – 371 residents
- Service Orders – 47
- Residential – 560.69 Tons
- Commercial – 766.40 Tons
- Roll-Off – 166.86 Tons (Commercial Rental)
- Brush – 526.66

CENTRAL GARAGE

- Work Orders – 68
- Open – 17
- Closed – 36
- Past Due – 15
- Waiting on parts

STREETS DEPARTMENT

- Sweeper – 32
- ROW – 22 (Mowing)
- Potholes – 41
- Trimming Trees – 18
- Vector Control - 0



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"The Friendly City"

MEMORANDUM

To: Eric Munoz , Street/Alleys & Recycling Supervisor
From: Janie Morin, Receptionist / Clerk *gm*
Date: Sept 5, 2018
Subject: Aug. Monthly Report

Revenue and Tonnage:

Cardboard:	7.98 tons/\$713.60
Mix Paper:	3.36 tons/\$168.00
Newspaper:	0.63 tons/\$44.10
Curbside Rec.	3.52 tons/\$0.00
Used Oil	45 gals/\$0.00
E waste:	0 tons/\$165.00
Total Tons/Revenue:	15.49 tons/45 gals/\$ 1,090.70
Savings of:	\$309.80
Walk-Ins:	522

2018 Governing Body Summary #1A*

Benchmark 2018 Tax Rates

City of San Juan

Date: 08/14/2018 10:30 AM

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
Effective Tax Rate	\$0.6988	\$6,525,292	
One Percent \$100 Tax Increase***	\$0.7058	\$6,590,657	\$65,365
One Cent per \$100 Tax Increase***	\$0.708800	\$6,618,670	\$93,378
Notice & Hearing Limit****	\$0.6988	\$6,525,292	\$0
Rollback Tax Rate	\$0.7480	\$6,984,714	\$459,422
Last Year's Tax Rate	\$0.699300	\$6,529,960	\$4,668
Proposed Tax Rate	\$0.6993	\$6,529,960	\$4,668

*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

**Tax levies are calculated using line 19 of the Effective Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

***Tax increase compared to effective tax rate.

****The Notice and Hearing Limit is the highest tax rate that may be adopted without notices and a public hearing. It is the lower of the rollback tax rate or the effective tax rate.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF SAN JUAN, TEXAS ADOPTING THE TAX RATE AND LEVYING AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF SAN JUAN, TEXAS, FOR THE 2018-2019 FISCAL YEAR ENDING SEPTEMBER 30, 2019 AND THE TAX YEAR 2018 IN CONFORMITY WITH THE CHARTER PROVISIONS AND ORDINANCES OF THE CITY AND THE PROPERTY TAX CODE OF THE STATE OF TEXAS: PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; AND ORDIAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, Section 26.05 Texas Tax Code provides for the procedures for adoption of the ad valorem tax rate for municipalities; and

WHEREAS, the vote on the tax rate must be a record vote as reflected hereunder and such vote was separate from the vote of the City Commissioners adopting the budget as required by law; and

WHEREAS, a motion being first made as follows: "I move that property taxes be increased by the adoption of a tax rate of \$0.6993", and upon vote of the City Commissions as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Mayor Mario Garza	___	___	___
Mayor Pro-Tem Pete Garcia	___	___	___
Commissioner Jesus "Jesse" Ramirez	___	___	___
Commissioner Ernesto "Neto" Guajardo	___	___	___
Commissioner Leonardo "Lanny" Sanchez	___	___	___

AND, WHEREAS, THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SAN JUAN, TEXAS, THAT:

SECTION I: There shall be and is hereby levied for the fiscal year ending September 30, 2018, and the Tax year 2017, upon the assessed taxable value of all property of every description subject to taxation within the City of San Juan, Texas, on the 1st day of January A.D. 2017, the following tax rates, to wit:

- (a) An ad valorem tax to be computed at the rate of \$0.5320 per \$100.00 of the assessed taxable value thereof estimated in lawful currency of the United States of America for the purpose of paying the general expenses of the City Government for the period ending **September 30, 2019**, as provided in the appropriate ordinance adopted by the Board of Commissioners of the City of San Juan, Texas, and when collected such monies are to be deposited in the fund known as the "General Fund" and disbursed for the purposes stated in said ordinance.
- (b) An ad valorem tax to be computed at the rate of \$0.1673 per \$100.00 of the assessed taxable value thereof estimated in lawful currency of the United States of America for the purpose of paying the interest and principal on the several outstanding debt issues of the City of San Juan, Texas, such levy being in conformity with the requirement of the levy of taxes heretofore made by ordinance and orders of the Board of Commissioners of the said City of San Juan, Texas relating to such indebtedness.

SECTION II: All ordinances or parts of ordinance in conflict herewith are hereby repealed.

SECTION III: This Ordinance shall be and remain in full force and effect from and after its passage by the Board of Commissioners.

SECTION IV: The City Secretary is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in San Juan, Hidalgo County, Texas in accordance with the Home Rule Charter of the City of San Juan, Texas, Section 2.15 (C) **Printing of Ordinances and Resolutions**; but it shall not be published in the Code of Ordinances of the City of San Juan as it is not amendatory thereof; however, it shall be cited in the appropriate appendix of the Code of Ordinances.

SECTION V: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to the extent this Ordinance is considered severable.

READ, CONSIDERED, PASSED and APPROVED on FIRST READING at a regular meeting of the City Commission of the San Juan, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code on this **28th day of August 2018**.

READ, CONSIDERED, PASSED and APPROVED on SECOND READING at a regular meeting of the City Commission of the San Juan, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code on this **11rd day of September 2018**.

CITY OF SAN JUAN

By: _____

Mario Garza, Mayor

ATTEST:

By: _____

Diana Cavazos, City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 11, 2018

Consider Authorizing the City of San Juan, Texas to Accept a Grant Application for Funding of the Staffing for Adequate Fire & Emergency Response (SAFER) Grant awarded for the Fiscal Year 2017.

STAFF COMMENTS AND RECOMMENDATIONS:

The San Juan Fire Department has submitted a grant application to the Federal Emergency Management Agency for funding of Staffing for Adequate Fire & Emergency Response (SAFER) Grants awarded for the Fiscal Year 2017. The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA (NFPA 1710 and/or NFPA 1720).

The San Juan Fire Department was awarded \$443,038 for Fiscal Year 2017. City funding may be needed to fund this position beyond FY 2020-2021 in the event that this grant opportunity is not available to the City.

RECOMMENDATION:

Authorizing the City of San Juan, Texas to Accept a Grant Application for Funding of the Staffing for Adequate Fire & Emergency Response (SAFER) Grant awarded for the Fiscal Year 2017.

PREPARED BY:

Tirso Garza, Fire
Chief

APPROVED BY:

Benjamin Arjona, City
Manager

Budget

Hiring of Firefighters:

There is a three-year period of performance for grants awarded under the Hiring of Firefighters Activity. The amount of Federal funding provided to a recipient for hiring a firefighter in any fiscal year may not exceed -

- Year One: 75 percent of the usual annual costs of a first-year firefighter as provided in the Request Details section;
- Year Two: 75 percent of the usual annual cost of a first-year firefighter as provided in the Request Details section;
- Year Three: 35 percent of the usual annual cost of a first-year firefighter as provided in the Request Details section.

The additional funds requested for training are not subject to the funding limitations above. However, the costs may only be used to provide training and cannot be used toward the salary and benefits of requested firefighters. Costs for training must be expended within the three-year period of performance.

Review and confirm the budget information below. If you need to change any of the budget amounts on the matrix, you will need to update the information on the previous Request Details screen.

When you are finished, press the *Save and Continue* button below.

Budget Matrix				
	First 12-Month Period	Second 12-Month Period	Third 12-Month Period	Total
Personnel	187,480	187,480	187,480	562,440
Benefits	52,000	52,000	52,000	156,000
Other - Additional Funding	0	0	0	0
Total:	239,480	239,480	239,480	718,440
Total Applicant Share	59,870	59,870	155,662	275,402
Total Federal Share	179,610	179,610	83,818	443,038

FEMA Form 080-0-4a

Award Package

**FEMA**

Ms. Frank San Martin
City of San Juan Fire Department
709 South Nebraska
San Juan, Texas 78589-2649

Re: Award No. EMW-2017-FH-00295

Dear Ms. San Martin:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Grant has been approved in the amount of \$718,440.00. As a condition of this award, you are required to contribute a cost match in the amount of \$275,402.00 of non-Federal funds. The Federal share is \$443,038.00 of the approved total project cost of \$718,440.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Notice of Funding Opportunity

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your recruitment period has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and keep the original form in your grant files. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

A handwritten signature in dark ink, appearing to read "Thomas DiNanno". The signature is fluid and cursive, with a large initial "T" and a stylized "D".

Thomas George DiNanno
GPD Assistant Administrator

Summary Award Memo

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2017-FH-00295
GRANTEE: City of San Juan Fire Department
DUNS NUMBER: 013407846
AMOUNT: \$718,440.00, Hiring

Project Description

The purpose of the Staffing for Adequate Fire and Emergency Response Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Staffing for Adequate Fire and Emergency Response Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

13-FEB-19 to 12-FEB-22

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$562,440.00
Fringe Benefits	\$156,000.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$718,440.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Edith "Dee" Myerly at Edith.Myerly@fema.dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Edith "Dee" Myerly at Edith.Myerly@fema.dhs.gov.

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) Grants

GRANTEE: City of San Juan Fire Department

PROGRAM: Staffing for Adequate Fire and Emergency Response (SAFER) - Hiring

AGREEMENT NUMBER: EMW-2017-FH-00295

AMENDMENT NUMBER:

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Article I. **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form [424B Assurances - Non-Construction Programs](#), or OMB Standard Form [424D Assurances - Construction Programs as applicable](#). Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their programs as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

Article II. **DHS Specific
Acknowledgements and
Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the [DHS Office of Civil Rights and Civil Liberties](#) (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article III. Acceptance of Post Award Changes	In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov .
Article IV. Acknowledgment of Federal Funding from DHS	All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article V. Activities Conducted Abroad	All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article VI. Age Discrimination Act of 1975	All recipients must comply with the requirements of the <i>Age Discrimination Act of 1975</i> (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article VII. Americans with Disabilities Act of 1990	All recipients must comply with the requirements of Titles I, II, and III of the <i>Americans with Disabilities Act</i> , which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101- 12213).
Article VIII. Animal Welfare Act of 1966	Where applicable, recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.
Article IX. Best Practices for Collection and Use of Personally Identifiable Information (PII)	DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.
Article X. Civil Rights Act of 1964 - Title VI	All recipients must comply with the requirements of Title VI of the <i>Civil Rights Act of 1964</i> (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7 . All recipients must comply with Title VIII of the Civil Rights Act of 1968 , which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100 . The
Article XI. Civil Rights Act of 1968	

Article XII. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See [24 C.F.R. § 100.201](#).) In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the recipient under the Federal award must contain provisions as required by Appendix II of 2 C.F.R. Part 200, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*, including but not limited to the following:

a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by [41 U.S.C. §1908](#), must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article XIII. **Copyright**

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV. **Debarment and Suspension**

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV. **Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article XVI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* ([41 U.S.C. § 8101 et seq.](#)), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XVII. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance

	award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article XVIII. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX	All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19 .
Article XIX. Energy Policy and Conservation Act	All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article XX. Environmental Planning and Historic Preservation Screening	AFG funded activities that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency website at: https://www.fema.gov/library/viewRecord.do?id=6906 . In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.
Article XXI. False Claims Act and Program Fraud Civil Remedies	All recipients must comply with the requirements of 31 U.S.C. § 3729- 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.)
Article XXII. Federal Debt Status	All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A- 129.)
Article XXIII. Federal Leadership on Reducing Text Messaging while Driving	All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513 , including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article XXIV. Fly America Act of 1974	All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the <i>International Air Transportation Fair Competitive Practices Act of 1974</i> (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of

		the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.
Article XXV.	Hotel and Motel Fire Safety Act of 1990	In accordance with Section 6 of the <i>Hotel and Motel Fire Safety Act of 1990</i> , 15 U.S.C. § 2225a , all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the <i>Federal Fire Prevention and Control Act of 1974</i> , as amended, 15 U.S.C. § 2225 .
Article XXVI.	Limited English Proficiency (Civil Rights Act of 1964, Title VI)	All recipients must comply with the <i>Title VI of the Civil Rights Act of 1964</i> (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article XXVII.	Lobbying Prohibitions	All recipients must comply with 31 U.S.C. § 1352 , which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.
Article XXVIII.	National Environmental Policy Act	All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article XXIX.	Nondiscrimination in Matters Pertaining to Faith- Based Organizations	It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article XXX.	Non-supplanting Requirement	All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article XXXI.	Notice of Funding Opportunity Requirements	All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article XXXII.	Patents and Intellectual Property Rights	Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517 , as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 .

		and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article XXXIII.	Prior Approval for Modification of Approved Budget	Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article XXXIV.	Procurement of Recovered Materials	All recipients must comply with Section 6002 of the Solid Waste Disposal Act , as amended by the Resource Conservation and Recovery Act . The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article XXXV.	Protection of Human Subjects	Where applicable, recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.
Article XXXVI.	Rehabilitation Act of 1973	All recipients must comply with the requirements of Section 504 of the <i>Rehabilitation Act of 1973</i> , 29 U.S.C. § 794 , as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article XXXVII.	Reporting of Matters Related to Recipient Integrity and Performance	If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII , the full text of which is incorporated here by reference in the award terms and conditions.
Article XXXVIII.	Reporting Subawards and Executive Compensation	All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A , the full text of which is incorporated here by reference in the award terms and conditions.
Article XXXIX.	SAFECOM	All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical

	standards that ensure and enhance interoperable communications.
Article XL. Terrorist Financing	All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article XLI. Trafficking Victims Protection Act of 2000	All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the <i>Trafficking Victims Protection Act of 2000</i> , (TVPA) as amended by 22 U.S.C. § 7104 . The award term is located at 2 C.F.R. § 175.15 , the full text of which is incorporated here by reference in the award terms and conditions.
Article XLII. Universal Identifier and System of Award Management (SAM)	All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A , the full text of which is incorporated here by reference in the terms and conditions.
Article XLIII. USA Patriot Act of 2001	All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) , which amends 18 U.S.C. §§ 175-175c .
Article XLIV. Use of DHS Seal, Logo and Flags	All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article XLV. Whistleblower Protection Act	All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409 , 41 U.S.C. 4712 , and 10 U.S.C. § 2324 , 41 U.S.C. §§ 4304 and 4310 .

FEDERAL EMERGENCY MANAGEMENT AGENCY OBLIGATING DOCUMENT FOR AWARD/AMENDMENT						
1. AGREEMENT NO. EMW-2017-FH-00295	2. AMENDMENT NO. 0	3. RECIPIENT NO. 74-6002233		4. TYPE OF ACTION AWARD	5. CONTROL NO. WX03041N2018T	
6. RECIPIENT NAME AND ADDRESS City of San Juan Fire Department 709 South Nebraska San Juan Texas, 78589-2649	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20472 POC: Nikole Johnson		8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472			
9. NAME OF RECIPIENT PROJECT OFFICER Frank San Martin	PHONE NO. 9565830002	10. NAME OF PROJECT COORDINATOR Catherine Patterson			PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 13-FEB-19	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing		14. PERFORMANCE PERIOD From:13-FEB-19 To:12-FEB-22 Budget Period From:13-MAY-18 To:29-SEP-18		
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
SAFER	97.083	2018-F7-C211-P4310000-4101-D	\$0.00	\$443,038.00	\$443,038.00	\$275,402.00
		TOTALS	\$0.00	\$443,038.00	\$443,038.00	\$275,402.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) SAFER recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) N/A					DATE N/A	
18. FEMA SIGNATORY OFFICIAL (Name and Title) Rosalie Vega					DATE 05-AUG-18	

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 11, 2018

Discussion and Possible Action to Authorize the Mayor to Execute the Inter-Local Contract Between the City of San Juan and the Lower Rio Grande Valley Development Council for the Regional Solid Waste Grant Program.

STAFF COMMENTS AND RECOMMENDATIONS:

In December 12, 2017 City Commission Approved a Resolution of the City of San Juan Authorizing the Filing of a Grant Application with the Lower Rio Grande Valley Development Council for a Regional Solid Waste Grants Program Grant; Authorizing Benjamin Arjona, City Manager, to Act on Behalf of the City of San Juan in All Matters Related to the Application; and Pledging that if Grant is Received the City of San Juan will Comply with the Grant Requirements of the Lower Rio Grande Valley Development Council.

RECOMMENDATION:

Approve as Presented and Authorize the Mayor and City Manager to Execute All Related Documents and Budget Amendment as Needed.

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

**Lower Rio Grande Valley Development Council
Inter-local Contract
CONTRACT SIGNATURE PAGE**

Contract Name:	REGIONAL SOLID WASTE GRANTS PROGRAM	
Contract Number:	19-21-01	
Performing Party:	City of San Juan	
Performing Party Identification Number:		
Maximum LRGVDC Obligation: \$ 11,700.00	Effective Date: September 01, 2018	Expiration Date: July 31, 2019
The Lower Rio Grande Valley Development Council (LRGVDC), and the named Performing Party, a governmental body, agency, or political subdivision of: The United States, the State of Texas, or another State, enter this Agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas. The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the LRGVDC and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by LRGVDC, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and LRGVDC will reimburse Allowable Cost subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract.		
Parties to the Contract:	Lower Rio Grande Valley Development Council (LRGVDC)	City of San Juan
By (Authorized Signature):		
Printed Name:	Ron Garza	Honorable Mario Garza
Title:	Executive Director	Mayor
Date of Signature:		
Contract Manager Name:	Marcie Oviedo	Benjamin Arjona
Contact Numbers:	(956) 682-3841	(956) 223-2200
Finance Representative:	Crystal Balboa	Leroy Gonzales

Intergovernmental Cooperative Reimbursement Agreement
CONTRACT DOCUMENTS

The entire Contract between LRGVDC and Performing Party is composed of the Contract Documents listed on this page and marked by an "X." A listed document includes all amendments. The terms "Contract" and "Grant Agreement" include all the Contract Documents. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

X	Contract Signature Page
X	Contract Activities
X	Contract Reporting
X	Special Terms & Conditions
X	General Terms and Conditions
X	Project Representatives and Records Location
X	Attachment 1 - PERFORMING PARTY BUDGET
X	Attachment A – SCOPE OF WORK & DELIVERABLES
X	Attachment B – SCHEDULE OF MAJOR DELIVERABLES

**LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
Inter-Governmental Cooperative Reimbursement Agreement**

CONTRACT ACTIVITIES

1. INTRODUCTION

The purpose of this Agreement is to define the scope of services for implementation of the Regional Solid Waste Management Plan (RSWMP) goals and objectives. It is understood the obligations identified within this document apply to each pass-through recipient as well as the PERFORMING PARTY.

2. DESCRIPTION OF ACTIVITIES

The PERFORMING PARTY agrees to follow those administrative procedures identified in this Agreement and in the Regional Solid Waste Grants Program Administrative Procedures, Attachment A, in performance of the deliverables identified within this Agreement.

I. QUALIFYING CONDITIONS

- 3. Eligibility.** Only those local and regional political subdivisions located within the State of Texas as set forth in this Article are eligible to receive funding from the PERFORMING PARTY for an implementation project. Federal entities are not eligible to receive funds under this Agreement. Eligible entities include the following:

- 3-1.** Cities.
- 3-2.** Counties.
- 3-3.** Public schools and school districts (does not include Universities or post secondary educational institutions).
- 3-4.** Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.
- 3-5.** Regional Planning Commissions, Regional Councils of Governments, Regional Area Councils, Regional Development Councils, or Regional Associations of Governments.

II. SPECIFICATIONS AND STANDARDS FOR PERFORMANCE

- 4. Contract Amendments:** This document may be changed by amendment as provided for in the General Terms and Conditions. PERFORMING PARTY must submit a formal budget amendment for budget changes that result in greater than 10% (ten percent) of the PERFORMING PARTY's fiscal year (FY) budget. PERFORMING PARTY has prior authorization to conduct budget category changes for less than 10% (ten percent) of the PERFORMING PARTY's FY budget. All budget category changes and/or amendments must be reflected in Request for Reimbursement Reports. PERFORMING PARTY shall ensure Budget forms (Attachment 1) reflect all changes and amendments.
- 5. Contract Documents:** The working documents, presented in order of preference, are:
- 5.1.** This LRGVDC Grant Agreement.
 - 5.2.** PERFORMING PARTY'S Budget Form (Attachment 1).
 - 5.3.** Work Program - Deliverables (Attachment A).

III. CONTRACT FUNDING

- 6. Budget Category Expense Standards and Adjustments.** The budget for this Agreement shall be derived from the PERFORMING PARTY's Application documents (Attachment 1). Following review and approval by the LRGVDC, the budget and the completed Application forms submitted by the PERFORMING PARTY, and all approved amendments, shall be incorporated into this Agreement as updates to Attachment 1. Budget amendments are necessary when budget category adjustments exceed 10% (ten percent) of the FY total budget, adjustments less than 10% (ten percent) shall be reported on Requests for Reimbursement. All negative budget categories should be adjusted prior to submitting the Request.
- 6-1.** The PERFORMING PARTY shall not incur expenses in excess of the budget category amounts shown in each fiscal year's budget column.
 - 6-2.** Amendments to the budget contained in Attachment 1 shall consist of a signed letter of request submitted by a PERFORMING PARTY representative with signatory authority, addressed to the LRGVDC Project Representative, with copy of an amended Budget Form and supporting reason(s) for the request.

7. Budget Category Expense Records and Documentation. The PERFORMING PARTY shall maintain expenditure documentation to show the work was performed and that the expense was, in fact, incurred. Expense documentation should support reasonable expenditure necessary to this Agreement. Expense record documentation shall be conducted per the UGMS. Budget category expenses not addressed in the following will be administered per the General Terms and Conditions of this Agreement.

7-1. Personnel/Salary. The PERFORMING PARTY's employee positions covered in this Agreement are set forth in Attachment 1.

7-1-1. Time sheets that have been signed and approved.

7-2. Travel. PERFORMING PARTY should maintain onsite travel documentation which, at a minimum, is consistent with LRGVDC Travel Operating Procedures and which identifies the purpose of the travel, supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, etc. Such travel documentation should be submitted upon request.

7-3. Supplies. Expenses included under the Supplies expense category of the budget set forth in Attachment 1, shall be for non-construction related costs for goods and materials having a unit acquisition cost of less than \$1,000, excluding shipping, handling, freight, tax, etc. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed by the PERFORMING PARTY in a relatively short period of time, in the regular performance of the general activities funded under this Agreement.

7-3-1. Supplies expenditure documentation to be maintained by the PERFORMING PARTY includes receipts or purchase orders (if issued) or invoices marked paid, and canceled checks.

7-4. Equipment. Expenses included under the Equipment expense category of the budget set forth in Attachment 1, shall be for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000, or more with an estimated useful life of over one year.

7-4-1. PERFORMING PARTY must seek LRGVDC prior approval for purchase of additional equipment, and such equipment must be placed on the Authorized Equipment Expense list in Attachment 1.

7-4-2. Equipment expenditure documentation to be maintained by the PERFORMING PARTY includes receipts, purchase orders (if issued) or invoices marked paid and canceled checks.

7-5. Contractual. Expenses included under the Contractual expense category of the budget set forth in Attachment 1, shall be for costs for professional services or tasks provided by a firm or individual who is not employed by the performing party as set forth in the Article.

7-5-1. No expenses included under the contractual expense category of the budget set forth in Attachment 1 shall be allowed under this Agreement unless the contractor and the contract amount are approved ahead of time by the LRGVDC and included on the list of authorized contractual expenses in Attachment 1.

7-5-2. The PERFORMING PARTY shall maintain evidence that the contract price is reasonable and necessary. As applicable under state law and regulations for the activity or service being contracted for, this evidence may take the form of bid tab sheets or other form of evaluation of competitive price offers or competitive proposals, and/or a cost analysis or price analysis under the UGMS.

7-5-3. No expenses included under the contractual expenses category of the budget set forth in Attachment 1 shall be allowed under this Agreement unless such contract's scope of work has been approved ahead of time, in writing, by the LRGVDC.

7-5-4. Any amendment to a PERFORMING PARTY subcontract authorized for reimbursement under this Agreement, whether or not such subcontract required LRGVDC pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, as set forth in this Agreement, must be approved in writing by the LRGVDC.

7-5-5. All applicable laws and regulations concerning competitive bidding, competitive proposals, and contracting for services shall be followed.

7-6. Other Expenses. All expenses under the "Other" expense categories of the budget set forth in Attachment 1 shall be in connection with the tasks and activities to be performed under this Agreement. Expenses not falling under the main expense categories may be included under the "Other" expense category if appropriate for the proposed project as set forth in this Article.

7-6-1. No expenses under the "Other" expense category including computer hardware or software purchases not included under the Equipment expense category, e.g., controlled assets costing less than \$5,000, shall be eligible for reimbursement under this Agreement unless approved ahead of time by the LRGVDC and included on the list of authorized "Other" expenses in Attachment 1. Subcategories of "Other" expenses for which prior authorization is not required, are set forth in this Article.

7-6-1-1. Books and reference materials.

7-6-1-2. Dues and membership fees for the PERFORMING PARTY's affiliation with organizations and associations which directly relate to the performance of activities under this Agreement (dues

for individual employee affiliation to particular organizations or professional associations, unless listed in Attachment 1 to this Agreement, must be pre-approved individually, in writing, by the LRGVDC).

- 7-6-1-3. Subscriptions, only insofar as they relate directly to the performance of activities under this Agreement.
- 7-6-1-4. Postage, telephone, FAX, and utilities expenses.
- 7-6-1-5. Printing and reproduction expenses.
- 7-6-1-6. Advertising and public notices.
- 7-6-1-7. Registration fees and other staff training costs (fees and training costs for persons not employed by the PERFORMING PARTY, unless listed in Attachment 1, must be approved individually by the LRGVDC).
- 7-6-1-8. Repair and maintenance costs.
- 7-6-1-9. Office furniture, not falling under the definition of equipment under this Article.
- 7-6-1-10. Space and equipment rentals.
- 7-6-1-11. Signs.
- 7-6-1-12. Additional Other expenses listed in Attachment 1 to this Agreement.
- 7-6-1-13. Education and outreach materials used to promote responsible municipal solid waste management practices and planning.
- 7-6-2. The PERFORMING PARTY shall ensure that expenditures charged under the "Other" expense category are not also included within the expenses reimbursed through the Indirect Costs allocation, Central Services Cost allocation, or the Internal Services fund.
- 7-7. **Additional Expense Records.** If requested by the LRGVDC, the PERFORMING PARTY agrees to provide to the LRGVDC the additional expense records and documentation materials, appropriate for the expense, for the time period requested by the LRGVDC. The LRGVDC will provide reasonable time for the PERFORMING PARTY to comply with a request for additional records. The LRGVDC will allow the PERFORMING PARTY reasonable time to respond to any findings of noncompliance or other problems identified by the records review.

8. REIMBURSEMENT PAYMENT METHOD. The PERFORMING PARTY shall submit a Request for Reimbursement voucher, which shall include attached legible copies of invoices issued by the subcontractor or vendor providing the products or services that substantiates the incurred expenditure amount. In addition, all requests for reimbursement of expenditures must be itemized and described in such a way that the acquired item can be readily matched to pre-acquisition approvals.

- 8-1. The PERFORMING PARTY must submit the Request for Reimbursement vouchers if costs have been incurred. They should be submitted with the required progress reports and results reports. However, according LRGVDC is not liable for any costs incurred by the PERFORMING PARTY in the performance of this agreement, which have not been billed to LRGVDC within fifteen days following termination of this agreement.
- 8-2. The LRGVDC reserves the right to suspend payment of funds awarded under this contract due to incomplete, incorrect, or inconsistent reports or tasks required under this contract until the PERFORMING PARTY satisfactorily completes, revises, or corrects such services or reports. The LRGVDC also reserves the right to require reimbursement of any overpayments determined as a result of any audit or inspection of records kept by the PERFORMING PARTY concerning the contract supported tasks to be performed.
- 8-3. The PERFORMING PARTY must submit prior notification and approval by the LRGVDC for any changes in personnel whose salaries will be funded under this contract.
- 8-4. All expenditures under the equipment, construction, or contractual, budget categories must be approved in advance by the LRGVDC. Further, for any other category expenses not specifically spelled out in the contract, the PERFORMING PARTY shall obtain prior written approval from LRGVDC for that expense.
- 8-5. The contract prohibits any reimbursement of travel expenses for out-of-state travel, except where such travel is specifically authorized in writing by the LRGVDC. Prior to authorizing any out-of-state travel by a PERFORMING PARTY, the LRGVDC must obtain written approval from TCEQ to provide such authorization.
- 8-6. If the PERFORMING PARTY does not have a current indirect cost rate approved in accordance with UGCMS, the LRGVDC may negotiate a lump sum indirect cost charges that do not exceed the charges established using the Indirect Cost Consumption Table provided in the Uniform Grant and Contract Management Standards under UGCMS.

IV. CONTRACT ACTIVITIES

9. The work identified herein is subject to the guidelines as directed in Attachment A, the Work Program and these guidelines may be updated and or amended throughout the timeline of this document as deemed necessary by the LRGVDC.
10. A project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. The PERFORMING PARTY agrees to perform the following activities as prescribed in this document and as outlined in Attachment A:

V. REPORTING REQUIREMENTS

11. Detailed records that are not required to be submitted with the reports referred to in this section must be kept at the designated location for records access.
 - 11-1. The PERFORMING PARTY shall maintain and submit to LRGVDC mileage records on the use of any vehicles being used for the Program and originally purchased for the program.
 - 11-2. The PERFORMING PARTY shall comply with any reasonable request by the LRGVDC for additional information on activities conducted in order for the LRGVDC to adequately monitor the PERFORMING PARTY's progress in completing the requirements of and adhering to the provisions of this contract.
 - 11-3. Payments (reimbursements) required under this contract may be withheld by the LRGVDC until such time as any past due progress reports are received.
 - 11-4. The PERFORMING PARTY's failure to comply with the requirements of this Article shall constitute a breach of this contract.
 - 11-5. The PERFORMING PARTY shall prepare and submit to the LRGVDC monthly, a written progress report concerning performance under this contract documenting accomplishments and units of work performed under Attachment A: Work program of this agreement. The PERFORMING PARTY's progress reports contain descriptions of activities for the LRGVDC to ensure that the provisions of this contract are being complied with.
 - 11-6. The PERFORMING PARTY shall prepare and submit to the LRGVDC, the summary Pass-Through Grant Expenditure report and the request for reimbursement vouchers and appropriate backup must be submitted monthly.
 - 11-7. The PERFORMING PARTY shall prepare and submit to the LRGVDC Report(s) Identifying Chronic Illegal Dumpsites that are ¼ acre in size or larger, their general description, exact location, boundary information in feet, length, width, and height if applicable and photos of the sites located.
 - 11-8. In addition, the PERFORMING PARTY must submit to the LRGVDC results report each month. The results report will include quantifiable measurements or reasonable estimations of the project outcomes.
 - 11-9. All progress and results reports shall be submitted within 10 days after the end of the month for the term of this contract so that LRGVDC may submit a consolidated report to TCEQ.

VI. CLOSE-OUT PROGRESS AND RESULTS REPORT

12. The PERFORMING PARTY will submit a closeout progress and results report with the final requests for payment under this contract. The closeout report will include the cumulated information from previous progress and closeout reports. The closeout report must be submitted within 15 days of the ending date of this contract. The PERFORMING PARTY shall certify in writing to the LRGVDC, through the final progress report, the satisfactory completion of all activities and deliverables required under this contract.

VII. FOLLOW-UP SUMMARY RESULTS REPORT

13. The PERFORMING PARTY shall submit periodic follow-up summary results reports according to Attachment B: Schedule of Deliverables. The PERFORMING PARTY shall document the results of the grant-funded project and provide those results to the LRGVDC for use of evaluating program effectiveness and for providing regional results information to TCEQ. The results reporting documentation and reporting requirements shall specifically cover reporting on results during the term of the contract and continue to document, the results of the project activities for the life of the program or activity.

VIII. OTHER REPORTS

- 14-1. The PERFORMING PARTY shall provide LRGVDC with a reasonable number of photographs of the project activities for documentation purposes such as inclusion in a report to the State Legislature.
- 14-2. The PERFORMING PARTY shall occasionally present an oral report to the LRGVDC Solid Waste Advisory Committee during the committee's meetings regarding the status of the project implementation. LRGVDC will notify the PERFORMING PARTY one week in advance of such requests for oral reports. Note that the committee typically meets quarterly. (See Attachment B)

IX. SPECIAL TERMS AND CONDITIONS

15-1. Statutory Authority. Fiscal Year (FY) 2018-2019 Appropriations Bill (85th Legislature Regular Session) and Texas Health and Safety Code § 361.014(b).

15-2. Availability of Funds. The source of the funds provided by the TCEQ is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code § 361.013 and the Municipal Solid Waste Disposal Account, as listed in Texas Health and Safety Code § 361.014(d). The parties agree that TCEQ's obligations under this Contract are contingent upon the continued availability of sufficient funds in the Municipal Solid Waste Disposal Account. TCEQ may terminate this contract if funds become unavailable due to lack of fees collected, legislative changes, or demands upon the funds described above that are necessary to protect the health and safety of the public. The *Performing Party* shall place this notice in all subgrants and contracts.

15-3. *Performing Party* agrees to perform activities described in this Contract, which may be a modification of the proposal submitted to TCEQ.

15-4. Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the TCEQ, are not eligible to receive subgrant or contract funding from the *Performing Party*. The *Performing Party* shall allow a potential subgrant or contract applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the *Performing Party* with documentation of payment of the fees, such as a canceled check or receipt from the state, the *Performing Party* may consider that applicant to be eligible to receive subgrant or contract funding under this Contract.

15-5. The *Performing Party* is responsible for ensuring that subrecipients and contractors have all necessary permits, meet all other legal requirements to perform the activities, are qualified to perform the activities, and are not in arrears on any penalties owed to TCEQ.

15-6. Local and regional political subdivisions that are barred from participating in state contracts by the Texas Comptroller of Public Accounts (CPA) under the provisions of § 2155.077, Texas Government Code, and Title 34 Texas Administrative Code (TAC) § 20.585, CPA Regulations, are not eligible to receive subgrants or contracts from the *Performing Party*.

15-7. The activities funded under this Contract, both projects conducted by the *Performing Party* or as a part of a subgrant, shall be in accordance with all provisions of this Contract, all applicable federal, state and local laws, rules, regulations, and guidelines. The main governing requirements include, but are not limited to, the following standards.

15-5-1. §361, §363, and §364 of the Texas Health and Safety Code.

15-5-2. Title 30 TAC §330, Subchapter O, TCEQ Rules.

15-5-3. Title 30 TAC §14, TCEQ Rules.

15-5-4. The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et seq., and the Uniform Grant Management Standards, 34 TAC §§20.456-20.467 and the Uniform Grant Management Standards issued by CPA and formerly by the Texas Office of the Governor (UGMS)

15-5-5. General Appropriations Act, 85th Legislature Regular Session, including Article IX, Part 4.

15-5-6. Chapter 391 of the Local Government Code and related rules.

X. GENERAL TERMS AND CONDITIONS

16. CONTRACT PERIOD

- 16-1. Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Signature Page of this Contract (Contract Period). If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.
- 16-2. Renewal and Extension Period.** The Contract may be extended by notice of LRGVDC beyond expiration of a Contract Period for up to 90 (ninety) days (Extension Period) during which the parties may agree on a written amendment to extend the Contract for a longer period. Renewals and extensions do not extend any other deadlines or due dates other than the expiration of the Contract Period.

17. DEFINITIONS

- 17-1. "Include."** The word "include" and all forms such as "including" shall be construed to introduce a non-exhaustive list. The parties agree include is a term of enlargement and does not limit the scope of the preceding noun.

18. FUNDS

- 18-1. Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable.
- 18-1-1.** Performing Party will ensure that this clause concerning the availability of funds received indirectly by subcontractors through Performing Party is included in any subcontract it awards.
- 18-2. Amount Limits on Funds.** The maximum reimbursement is shown on the Contract Signature Page.
- 18-3. Grants.** If this agreement was entered under the LRGVDC authority to award grants, LRGVDC is providing financial assistance to the recipient to undertake its own project.

19. ALLOWABLE COSTS

- 19-1. Conforming Activities.** LRGVDC will reimburse the Performing Party for Allowable Costs incurred and paid by the Performing Party in performance of conforming Contract Activities. Allowable Costs are those costs for conforming Contract Activities that are reasonable, necessary, actual, and authorized by this Contract and a Notice to Proceed. Contract Activities must be authorized in writing to be eligible for reimbursement.
- 19-2. UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs.

20. REIMBURSEMENT

- 20-1. Contract for Reimbursement.** The Contract Documents describe the activities to be conducted by the Performing Party for reimbursement by LRGVDC.
- 20-2. Reimbursement Request Deadline.** A minimum of 25% of the grant must be expended each quarter. Performing Party shall submit final requests for payment to LRGVDC prior to **July 31, 2019**.
- 20-3. Reimbursement Requests.** Performing Party shall invoice LRGVDC to request reimbursement for its Allowable Costs for performing the Contract Activities. Performing Party's invoice shall conform to LRGVDC's reimbursement requirements.
- 20-4. Travel, Other Costs.** Travel costs must be specifically authorized in advance of the travel. Travel costs, including per diem, will be reimbursed only based on receipts in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
- 20-5. Supporting Records.** Upon request, Performing Party shall submit records and documentation to LRGVDC as appropriate for the review and approval of reimbursing costs. At a minimum, Performing Party shall submit supporting records with its invoices; LRGVDC may reject invoices without appropriate supporting documentation. LRGVDC has the right to request additional documentation. Performing Party shall maintain records subject to the terms of this Contract.
- 20-6. Conditional Payments.** Reimbursements are conditioned on the Contract Activities being performed in compliance with the Contract. Performing Party shall return payment to LRGVDC for either overpayment or activities undertaken that are not compliant with the Contract Activities. This does not limit or waive any other LRGVDC remedy.

- 20-7. Historically Underutilized Businesses.** Performing Party shall include, with its invoicing, reports on the use of Historically Underutilized Businesses.

21. AMENDMENTS

Changes to the Contract may only be made by a written amendment, signed and agreed to by the Parties.

22. CONTRACT INTERPRETATION

- 22-1. Interpretation of Time.** All days are calendar days, unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday, or a state or federal holiday, it is omitted from the computation.
- 22-2. State, Federal Law.** This Contract is governed by and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 22-3. Severability.** If any provision of this Contract is held to be invalid, illegal or unenforceable, the remainder of the Contract shall be construed to conform to the intent of the parties.

23. PERFORMING PARTY'S RESPONSIBILITIES

- 23-1. Performing Party's Responsibility for the Contract Activities.** Performing Party undertakes performance of the Contract Activities as its own project and does not act in any capacity on behalf of the LRGVDC nor as a LRGVDC agent, employee or vendor of goods or services. Performing Party agrees that the Contract Activities are furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance of the Contract Activities.
- 23-2. Independent Contractor.** Nothing in this agreement shall create an employee-employer relationship between Performing Party and LRGVDC. The parties agree that the Performing Party is an independent contractor.
- 23-3. Performing Party's Responsibility for Subcontractors.** All acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Contract Activities under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.
- 23-4. No Third-Party Beneficiary.** The LRGVDC does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between LRGVDC and any of Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party.

24. PERFORMING PARTY PERFORMANCE EVALUATION

Performance evaluations are a part of the LRGVDC review performing party and may be a factor in the selection of future contracts. The LRGVDC may provide this information to state agencies and upon request, to others. Performing Party consents to the disclosure of any information or opinion in the evaluations.

25. CONFLICT OF INTEREST

The Performing Party shall timely notify the LRGVDC in writing of any actual, apparent, or potential conflict of interest regarding the Performing Party or any related entity or individual. No entity or individual with any actual, apparent, or potential conflict of interest shall take part in the performance of any portion of the Contract Activities, nor have access to information regarding any portion of the Contract Activities. Performing Party agrees that LRGVDC has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination for cause.

26. INTELLECTUAL PROPERTY

- 26-1. Third Party Intellectual Property.** Unless specifically waived, Performing Party must obtain all Intellectual Property licenses expressly required in the Contract Activities, or incident to the use or possession of the intellectual property. Performing Party shall obtain and furnish to LRGVDC: documentation on the use of such Intellectual Property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such Intellectual Property and associated user documentation, and to authorize others

to reproduce, publish, otherwise use, or modify such Intellectual Property for LRGVDC non-commercial purposes, and other purposes of the State of Texas.

- 26-2. Grant of License.** Performing Party grants to LRGVDC a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial LRGVDC purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into the Contract Activities, intellectual property created under this Contract, and associated user documentation.

27. TIME DELAYS

- 27-1. Time is of the Essence.** Performing Party's timely performance is a material term of this Contract.
- 27-2. Delays.** Where Performing Party's performance is delayed, except by *Force Majeure* or act of the LRGVDC, LRGVDC may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

28. TERMINATION

- 28-1. Termination for Cause.** LRGVDC may, upon 10 (ten) days written notice and the opportunity to cure, terminate this Contract for cause if Performing Party materially fails to comply with the Contract Documents including any one or more of the following acts or omissions: nonconforming Contract Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with HUB requirements in law or this Contract. Termination for cause does not prejudice LRGVDC's other remedies authorized by this Contract or by law.
- 28-2. Termination for Convenience.** LRGVDC may, upon 10 (ten) days written notice, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of LRGVDC or the Performing Party. Performing Party may request reimbursement for: conforming Contract Activities and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.
- 28-3.** If, after termination for cause, it is determined that the Performing Party had not materially failed to comply with the Contract Documents, the termination shall be deemed to have been for the convenience of the LRGVDC.

29. INSURANCE AND INDEMNIFICATION

- 29-1. Insurance.** Unless prohibited by law, the Performing Party shall require its contractors and suppliers to obtain and maintain during the Contract Term adequate insurance coverage sufficient to protect the Performing Party and the LRGVDC from all claims and liability for injury to persons and for damage to property arising from the Contract, whether caused by the Performing Party or by the contractor(s) or by anyone directly or indirectly employed by either. Unless specifically waived by the LRGVDC, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- 29-2. Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE LRGVDC AND PERFORMING PARTY AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF THE CONTRACT ACTIVITIES BY THE PERFORMING PARTY OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF THE LRGVDC SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT THE LRGVDC. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

30. DISPUTES, CLAIMS, REMEDIES

- 30-1. Payment not a Release.** Neither payment by LRGVDC nor any other act or omission other than an explicit written release constitutes a release of Performing Party from liability under this Contract.
- 30-2. Schedule of Remedies available to the LRGVDC.** In accordance with §2261, Texas Government Code, the following Schedule of Remedies applies to this contract. In the event of Performing Party's nonconformance, LRGVDC may:
- 30-2.1.** Issue notice of nonconforming performance;
 - 30-2.2.** Reject nonconforming performance and request corrections without charge to the LRGVDC;
 - 30-2.3.** Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
 - 30-2.4.** Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
 - 30-2.5.** Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
 - 30-2.6.** Terminate the contract without further obligation for pending or further payment by the LRGVDC and receive restitution of previous payments.
- 30-3. Opportunity to Cure.** The Performing Party will have reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.
- 30-4. Cumulative Remedies.** Remedies are cumulative: the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

31. FINANCIAL RECORDS, ACCESS, AND AUDITS

- 31-1. Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- 31-2. Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Contract Activities in accordance with generally accepted accounting principles. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by LRGVDC and other state agencies for the purpose of inspection and audit. Records shall be maintained for a minimum of 3 (three) years beyond the expiration or earlier termination of this Contract, and 3 (three) years after the end of any litigation or claims process, including appeals.

32. INDIRECT COST RATE

- 32-1. Authority for Indirect Cost Rates.** The Performing Party shall comply with the UGMS relating to Indirect Cost Rates. In the event an audit changes the indirect cost rate, Performing Party agrees to waive additional indirect costs, or in the alternative, contribute the difference between the contract indirect rate and audited indirect rate.
- 32-2. Indirect Cost Rate of Contract Activities.** The cost of services provided to LRGVDC by another agency may include allowable direct costs of the service plus a pro rata share of indirect costs, if authorized by the budget. A standard indirect cost allowance equal to 10% (ten percent) of the direct salary and wage cost of the activity may be used in lieu of determining the actual indirect costs of the activity, if any indirect cost rate is approved.

33. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive any sovereign immunity to which either party is entitled by law.

34. MISCELLANEOUS

- 34-1. Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on LRGVDC without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 34-2. Venue.** Performing Party agrees that the Contract is being performed or administered in Cameron/Hidalgo/Willacy County Region. This provision does not waive sovereign immunity.
- 34-3. Publication.** Performing Party agrees to notify LRGVDC 5 (five) days prior to the publication or advertisement of information related this Contract. Performing Party agrees not to use the LRGVDC logo or a LRGVDC graphic as an advertisement or endorsement without an agreement signed by the appropriate LRGVDC authority.
- 34-4. Waiver.** With the exception of an express, written document signed with authority by LRGVDC, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion. The making of a payment does not constitute acceptance of the invoiced Contract Activities nor does it constitute a waiver of the LRGVDC's claims against the Performing Party or its sureties.
- 34-5.** LRGVDC relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 34-6. Survival of Obligations.** Except where a different period is specified in this agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive for 4 (four) years beyond the termination or completion of the Agreement; or after the end of a proceeding which was brought under the contract or if LRGVDC has notified Performing Party of an on-going proceeding. A proceeding includes any litigation, legal proceeding, permit application, State Office of Administrative Hearings proceeding, or similar activity listed in a LRGVDC notice to the Performing Party.
- 34-7. Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the LRGVDC a release of all claims against the LRGVDC for payment under this contract.
- 34-8. Legal Fees Prohibited.** This money shall be spent on administrative fees and projects as approved by LRGVDC. The funds under this Agreement may not be used for legal representation, or any other fees associated with hiring an attorney.

PROJECT REPRESENTATIVES/RECORDS LOCATION**ARTICLE 35.1 LRGVDC PROJECT REPRESENTATIVE**

The individual named below is the LRGVDC Project Representative, who is authorized to give and receive communications and directions on behalf of the LRGVDC. All communications including all payment requests must be addressed to the LRGVDC Project Representative or his or her designee.

<u>Marcie Oviedo</u>	Telephone No.: <u>(956) 682-3481</u>
(Name)	
<u>Director of Community & Environmental Services</u>	Facsimile No.: <u>(956) 682-3295</u>
(Title)	
Lower Rio Grande Valley Development Council	E-mail: moviedo@lrgvdc911.org
301 W. Railroad Street	
Weslaco, TX 78596	

ARTICLE 35.2 PERFORMING PARTY PROJECT REPRESENTATIVE

The individual named below is the PERFORMING PARTY Project Representative, who is authorized to give and receive communications and directions on behalf of the PERFORMING PARTY. All communications to the PERFORMING PARTY will be addressed to the PERFORMING PARTY Project Representative or his or her designee.

For Financial Matters:	
<u>Leroy Gonzales</u>	Telephone No.: <u>(956) 223-2200</u>
(Name)	
<u>Finance Director</u>	Facsimile No.: <u>(956) 787-5978</u>
(Title)	
<u>709 S. Nebraska Street</u>	E-mail: lgonzales@cityofsanjuantexas.com
(Mailing Address)	
<u>San Juan, TX 78589</u>	
(City) (State) (Zip Code)	
For Contractual Matters:	
<u>Honorable Mario Garza</u>	Telephone No.: <u>(956) 223-2200</u>
(Name)	
<u>Mayor</u>	Facsimile No.: <u>(956) 787-5978</u>
(Title)	
<u>709 S. Nebraska Street</u>	E-mail: mgarza@cityofsanjuantexas.com
(Mailing Address)	
<u>San Juan, TX 78589</u>	
(City) (State) (Zip Code)	

ARTICLE 35.3 DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW

The PERFORMING PARTY designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

<u>Benjamin Arjona</u>	Telephone No.: <u>(956) 223-2200</u>
(Name)	
<u>City Manager</u>	Facsimile No.: <u>(956) 787-5978</u>
(Title)	
<u>709 S. Nebraska</u>	E-mail: barjona@cityofsanjuantexas.com
(Mailing Address)	
<u>San Juan, TX 78589</u>	
(City) (State) (Zip Code)	

Attachment 1

BUDGET CATEGORY	FUNDING AMOUNT
Personnel / Salaries N/A	\$
Fringe Benefits N/A	\$
Travel N/A	\$
Supplies N/A	\$
Equipment 30 Cubic Yarder trailer (3 units)	\$ 11,700.00
Construction N/A	\$
Contractual N/A	\$
Other N/A	\$
Indirect Charges	\$

TOTAL FUNDING \$ 11,700.00

Attachment A:**Work Program of Tasks to be completed by PERFORMING PARTY**

GOAL: **The PERFORMING PARTY will Enhance Recycling Centers Performance.**

Objective 1: **GO OUT FOR BIDS FOR 30 CUBIC YARDER TRAILER (3 UNITS)**

- 1) Task/Deliverable: The City of San Juan will take the steps necessary to begin the process of purchasing the proper equipment needed while following the purchasing guidelines as outlined in city's purchasing manual.
- 2) Task/Deliverable: City of San Juan will finalize order to purchase lowest price from bids received.
- 3) Task/Deliverable: City of San Juan will purchase recycling trailer and supplies needed to promote collection and awareness for recycling.
- 4) Task/Deliverable: Place trailers and prioritized location to promote collection and awareness for recycling.

Objective 2: **REPORT ON PROGRESS AND RESULTS OF PROGRAM**

- 1) Task/Deliverable: The Project Coordinator will measure and document the following: 1) amount (in pounds) of brush/yard waste, glass metal, plastic, cardboard, newspaper, other paper, or C&D debris diverted; 2) document the number of months material collected; 3) average monthly diversion amount (in pounds); 4) document total of persons served; 5) document total revenue from sale of diverted material; 6) average monthly revenue; 7) document total disposal costs avoided; 8) average monthly disposal cost avoided. The documented information should be included in the Pass-through Grant Summary Report and Results report forms. Financial documentation should also be included and submitted in the Summary of Pass-through Grant Expenditures and the Request for Reimbursement when necessary.

Completion Time Frame: Submit the Pass-Through Grant Summary Report and the Summary of Pass-Through Grant Expenditures on a monthly basis, the last Friday of the month for the length of the contract period. Submit Results on a monthly basis; through the end of the contract period.

- 2) Task/Deliverable: Submission of the End of Contract Results Report and Final Summary Report, using the Results Monitoring Report Forms. Deliverable 3: The Project Coordinator will submit the final summary report, using the Pass-Through Grant Summary Report and the final results report, using the Results of Grant Funded Project Report.

Completion Time Frame: Submit the end of contract report by July 31, 2019.

- 3) Task/Deliverable: The Project Coordinator will submit Follow-up Reports using the applicable forms as determined by the LRGVDC. The Project Coordinator will submit Follow-up Reports using the applicable forms to be determined and as requested by the LRGVDC.
- 4) Task/Deliverable: City of San Juan will present an oral report to the LRGVDC SWAC Committee to inform them on the status of project.

Completion Time Frame: Submit the Follow-up Reports as determined and requested by the LRGVDC.

Attachment B:**FY 2018/2019 Schedule of Major Deliverables for
Solid Waste Grants**

Deliverable	Due Date
1. Contract Term	September 01, 2018 – July 31, 2019
2. Solid Waste Advisory Committee	Meets quarterly, Therefore you will be notified one week in advance to be present to give an oral report on project status.
3. Progress & Results Reports Due Monthly Must be mailed/emailed to: bsalinas@lrgvdc911.org and cc: moviedo@lrgvdc911.org	Due Monthly September 2018 – Due October 10, 2018 October 2018 – Due November 10, 2018 November 2018 – Due December 10, 2018 December 2018 – Due January 10, 2019 January 2019 – Due February 10, 2019 February 2019 – Due March 10, 2019 March 2019 – Due April 10, 2019 April 2019 – Due May 10, 2019 May 2019- Due June 10, 2019 June 2019 – Due July 10, 2019 July 2019 – Due August 10, 2019 *Make sure you maintain reports after July because TCEQ will ask for follow-up reports.
4. Results Report & Follow up Results	Due Once a Year Results due to TCEQ – December 31, 2019 Follow up Results – October 15, 2020
5.Reimbursements Please mail in original paper work on the reimbursements.	As Necessary Minimum of 25% percent of the grant must be expended each quarter and submitted for reimbursement. Failure to submit reimbursement request as spent will be basis for de-obligation of funds.

- Please keep in mind that it is the applicant's responsibility to comply with contract. No reminders or notices will be sent out to request any reports due to the LRGVDC.

Lower Rio Grande Valley Development Council Program Contacts:

Marcie Oviedo – Director of Community & Environmental Services – (956) 682-3481 ext. 161

moviedo@lrgvdc911.org

Ludy Saenz – Assistant Director – (956) 682-3481 ext. 153 lsaenz@lrgvdc911.org

Brenda Salinas – Administrative Assistant III – (956) 682-3481 ext. 123 bsalinas@lrgvdc911.org

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 11, 2018

Consider Authorizing City Manager to enter into an Inter Local Agreement with the City of Weslaco for Animal Shelter Professional Services.

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Authorizing City Manager to enter into an Inter Local Agreement with the City of Weslaco for Animal Shelter Professional Services.

RECOMMENDATION:

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager

SERVICE CONTRACT §

RECITALS

SECTION I CONTRACT AGREEMENT

- Citizens of San Juan may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF SAN JUAN

_____, _____.
709 S Nebraska Avenue
San Juan, Texas 78589

ii) CITY OF WESLACO

Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from SAN JUAN may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

SAN JUAN agrees to pay CITY for services contracted herein as follows:

- A. SAN JUAN shall pay CITY \$55.00 per animal impounded at CITY'S shelter.
- B. SAN JUAN shall pay CITY \$45.00 per deceased animal taken to CITY'S shelter.
- C. SAN JUAN citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. SAN JUAN citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. SAN JUAN shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. SAN JUAN shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with SAN JUAN'S invoice.

SAN JUAN will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2018 and shall continue in full-force and effect through October 1, 2019.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If SAN JUAN cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to SAN JUAN.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

IN WITNESS WHEREOF, CITY and SAN JUAN have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Elizabeth Walker, City Secretary

APPROVED AS TO FORM ONLY:

Juan Gonzalez

Attorney at Law

City Attorney

CITY OF SAN JUAN

BY: _____

Mario Garza, Mayor

City Of San Juan

709 N Nebraska

San Juan, Texas 78589

956-223-2200

ATTEST:

BY: _____

Diana Cavazos, City Secretary

APPROVED AS TO FORM ONLY:

_____, City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 11, 2018

Consider Amending Resolution Authorizing the City of San Juan to Submit an Application for Funding to Office of the Governor, Homeland Security Division for Hidalgo 2017 Operation Stonegarden Project.

STAFF COMMENTS AND RECOMMENDATIONS:

The fiscal year 2017 Operation Stonegarden (OPSG) Grant Program has allocated \$80,000 to the City of San Juan. Funds are intended to enhance cooperation and coordination among various Law Enforcement agencies in a joint mission to secure and protect the United States Borders.

This resolution was presented to the commission on July 10th, 2018 for consideration and was approved with the known dates of operation of January 1st, 2018 to August 31st, 2019 OPSG has since changed its date of operation to April 1st, 2018 to May 31st 2019.

RECOMMENDATION:

Adopt the Amended Resolution Authorizing the City of San Juan to submit an Application for Funding to the Office of the Governor, Homeland Security Division for Hidalgo 2017 Operation Stonegarden Project.

PREPARED BY:

Juan Gonzalez, Chief
of Police

APPROVED BY:

Benjamin Arjona, City
Manager

RESOLUTION No. 18-11

**RESOLUTION AUTHORIZING THE CITY OF SAN JUAN TO SUBMIT AN
APPLICATION FOR FUNDING TO THE OFFICE OF THE GOVERNOR,
HOMELAND SECURITY DIVISION FOR THE HIDALGO 2017 OPERATION
STONEGARDEN PROJECT**

Whereas, The City of San Juan finds it in the best interest of the citizens of San Juan, that the Hidalgo-2017 Operation Stone Garden Project be operated between April 1, 2018 to May 31, 2019; and

Whereas, The City of San Juan agrees that in the event of loss or misuse of the Office of the Governor funds, The City of San Juan assures that the funds will be returned to the Office of the Governor in full; and

Whereas, The City of San Juan agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Homeland Security Division grant application; and

Whereas, The City of San Juan designates the San Juan City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

Now, therefore, be it resolved that the City of San Juan, Texas approves submission of the grant application for the 2017 Operation Stone Garden to the Office of the Governor, Homeland Security Division.

Approved and adopted by the board of commissioners of the City of San Juan, Texas on this the 7th day of July 2018.

CITY OF SAN JUAN

Mario Garza, Mayor

ATTEST:

Diana Cavazos, City Secretary
Grant Number: 3173303

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 11, 2018

Consider Authorizing City Manager to enter into an Agreement Between Pharr-San Juan-Alamo Independent School District and the City of San Juan Police Department.

STAFF COMMENTS AND RECOMMENDATIONS:

This is an annual agreement with the Pharr- San Juan- Alamo School District which allows, Three (3) police officers to be assigned to the PSJA ISD to provide added security to district campuses with-in the City of San Juan. The agreement will be in affect until the end of the school year on May 24, 2019. The PSJA ISD will reimburse the city for the police officers salary at a rate of but not less then \$43,382.24 for each officer per year. This amount shall be earned on a per day basis, at the rate of \$246.49 per day, per officer, not to exceed 176 instructional (school) days for a total of \$130,146.72.

RECOMMENDATION:

Authorize City Manager to Enter into an Agreement Between the Pharr- San Juan- Alamo Independent School District and the City of San Juan Police Department.

PREPARED BY:

Juan Gonzalez, Chief
of Police

APPROVED BY:

Benjamin Arjona, City
Manager

**Policing Agreement Between
Pharr-San Juan-Alamo Independent School District and City of San Juan**

WHEREAS, the Pharr-San Juan-Alamo Independent School District desires to maintain safe and comfortable working and learning environment for its staff and students;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of San Juan have worked in the past in providing a suitable environment in PSJA school and other venues;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of San Juan have common interest in providing for a positive way of life without interference from third parties;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of San Juan, desire that the City of San Juan provide policing in PSJA schools and other venues;

This Agreement is entered into by the City of San Juan, Texas (City), and the Pharr-San Juan-Alamo (District) Independent School District.

Pursuant to Section 21.483 of the Texas Education Code, which authorized the School District to employ or commission certified police officers, it is hereby agreed that the City will station one (1) full time certified police officer at the Pharr-San Juan-Alamo High School Campus and two (2) full time certified police officers to patrol feeder patterns of Stephen F. Austin Middle School and Raul H. Yzaguirre Middle School; along with the San Juan Elementary Schools.

The salary for said police officer is to be reimbursed to San Juan by the District as set forth herein below.

A. RESPONSIBILITIES OF THE CITY OF SAN JUAN AND OFFICERS

1. The City shall ensure that the police officer conduct in a professional and courteous manner at all times;
2. The City shall ensure that the police officer assigned to District campus set herein shall abide by the laws of the State of Texas and the ordinance of the City of San Juan, Texas;
3. The officer will not be required to perform any ministerial, administrative, or other duties for District or other school officials.
4. In consultation with the principal or designee, the officer shall act and conduct activities pursuant to the four major responsibilities of School Resource Officers (SRO's):

Deterrence: Through an active presence and positive relationship between school staff, students, parents, and community members, the SRO deters school disruption and violence and promotes improved community and police relations.

Instruction: The SRO will teach law enforcement related topics at the request of the school administration. The SRO may teach the following on a regular basis. The list is not intended to be all inclusive list of subjects covered by the SRO.

- a. Justification of rules of the law
- b. Consequences of Crime
- c. Juvenile and Adult criminal justice systems
- d. Career opportunities in law enforcement
- e. Substance abuse prevention
- f. Violence and crime prevention

Advice/Mentoring: The SRO serves as an advisor about legal matters and as a resource on community service agencies to students, staff, parents, and community members and as a mentor to students.

Law Enforcement: The SRO shall enforce all federal and state laws in coordination with school administrators while protecting the safety of people and property.

5. The City will ensure that a uniformed police officer will be at each campus (1) at PSJA H.S., and (2) patrolling the feeder patterns to Stephen F. Austin M.S. and Raul H. Yzaguirre M.S., along with the San Juan Elementary Schools, continuously through a normal instructional (school) day for the period of this agreement.
6. The Police Department agrees and understands the police officer will perform all SRO duties and responsibilities in coordination and consultation with the principal or designee.
7. The police officer shall report to the Police Department Shift Supervisor and receive all orders from him/her. Any such orders in contradiction to the District Safety Director or appropriate campus principal shall be conservatively followed in a manner that can easily be reconciled later as provided herein in "Resolution of Disputes".
8. Any normal instructional (school) day where an police officer does not report to the campus will not qualify for reimbursement unless a replacement police officer reports to the campus and a timesheet signed by the principal, chief of police, and police officer is submitted; and
9. The police officer will perform any other police duties which the City and District mutually deem necessary to effectuate a safe school environment.
10. The Police Department agrees to accept the goals, objectives, role, and responsibilities of police officers as described and specified in the **School Resource Officer Program Guide** as reviewed and approved by the Police Department.

11. The Police Department agrees to select the participating police officer in accordance to the SRO qualifications specified by the School District.

B. RESPONSIBILITIES OF THE PHARR-SAN JUAN-ALAMO ISD:

1. The District will reimburse the City for the police officer's salary at a rate of but not less than \$43,382.24 for each officer per year until the end of the school year on May 24, 2019. This amount shall be earned on a per day basis, at the rate of \$ 246.49 per day, not to exceed 176 instructional (school) days (for the total of \$130,146.72). The normal work day will consist of eight (8.25) hours that will be determined by both Police Administrators and respective campus principals as per the needs of the individual campuses set out herein;
2. Reimbursement will be paid on the monthly basis to the City, provided that, a timesheet signed by the principal, chief of police and officer is submitted;
3. The District will provide each City police officer with an office space where each is to be stationed.
4. The District will ensure that its employees at the campuses referred to above will not interfere with the duties of said City police officer;
5. The District agrees and understands that the police officer will at all times be under the direction and control of the Police Department.
6. Any normal instructional (school) day where a police officer does not report to the campus will not qualify for reimbursement unless a replacement police officer reports to the campus and a timesheet signed by the principal, chief of police, and police officer is submitted.
7. The District agrees to set the scope and duty of the police officer within the parameters of the School Resource Officer Program as described and specified in the District's School Resource Officer Program Guide that is reviewed, revised, and approved by the School District and Police Department.
8. In consultation with the Police Department, the District agrees to assign selected police officer to schools according to the police officer's strength and school needs.
9. Taxes and Penalties: The District has no obligation to pay or withhold any income tax, FICA or FUTA on behalf of the City. The City will not take any action in- consistent with this position.

C. ADDITIONAL DUTIES

Any additional duties required of the police officer shall be approved by the Superintendent or designee and the Police Chief of the City. Rate of Compensation for said additional services shall be determined by both

parties and in accordance with both state and federal laws. Additional duties shall be those duties requested of the police officer after the normal business day.

D. RESOLUTIONS OF DISPUTES

Should any disputes arise regarding the duties or responsibilities of the City or the District or any other matters associated with this agreement, the Police Chief of the City of San Juan or his designee and the Superintendent of Schools for the District or his designee, will address the issues as soon as possible. Such resolution should be approved by the City Manager and Superintendent of Schools. If the resolution involves city ordinance, city council policy or directives, school board directives, the resolution shall be submitted to the District's Board of Trustees and the City Council for approval.

E. TERMINATION OF CONTRACT

This contract will commence on August 27, 2018 and terminate on May 24, 2019 or the last class day for the term, whichever is earlier. Also any party to this agreement can terminate this agreement for any reason or for no reason upon 15 days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties.

F. RENEWAL OF CONTRACT

Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners and the District's Board of Trustees.

G. MODIFICATION OF CONTRACT

This document constitutes the entire agreement between the City of San Juan, Texas and Pharr-San Juan-Alamo Independent School District and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

H. DEFAULT

If either party should default (the "Defaulting Party") with respect to and of its obligations here under and should fail within fifteen (15) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damage and/or specific performance for such default. A subsequent determination by the court of law of this State that any substantive portion of this Agreement is illegal or enforceable shall not affect the remaining portions of this agreement. This section of the contract is limited to what is permitted by law.

SIGNED on this the: _____ day of _____, 2018

Ronaldo "Ronnie" Cantu
President, PSJA Board of Trustees

Ben Arjona
City Manager, City of San Juan, Texas

San Juan Off-Duty

Police Officers



- Officer will patrol from campus to campus throughout the day.
- Officer will ensure that the campus premises and the surrounding areas are guarded at all times to ensure safety and security at the campus.
- Officer will monitor people who walk-in and walk-out of the campus.
- Officer will make rounds of the campus area in order to ensure that no illegal activity takes place.
- Officer will ensure peace at the campus.
- Officer will at times conduct traffic control before and after school.

San Juan Off-Duty

Police Officers



- Officer will patrol from campus to campus throughout the day.
- Officer will ensure that the campus premises and the surrounding areas are guarded at all times to ensure safety and security at the campus.
- Officer will monitor people who walk-in and walk-out of the campus.
- Officer will make rounds of the campus area in order to ensure that no illegal activity takes place.
- Officer will ensure peace at the campus.
- Officer will at times conduct traffic control before and after school.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 11, 2018

Consideration and Approval of a Resolution Requesting Financial Assistance from the Texas Water Development Board in the Principal Amount of \$9,400.000 for Constructing Various Public Improvements to the City's Utility System; Authorizing the City's Financial Advisors, Bond Counsel, and Engineers to Coordinate the Submission of an Application to the Texas Water Development Board; and Other Matters in Connection Therewith.

STAFF COMMENTS AND RECOMMENDATIONS:

Consideration and Approval of a Resolution Requesting Financial Assistance from the Texas Water Development Board in the Principal Amount of \$9,400.000 for Constructing Various Public Improvements to the City's Utility System; Authorizing the City's Financial Advisors, Bond Counsel, and Engineers to Coordinate the Submission of an Application to the Texas Water Development Board; and Other Matters in Connection Therewith.

RECOMMENDATION:

Move to Adopt a Resolution Requesting Financial Assistance from the Texas Water Development Board in the Principal Amount of \$9,400,000.

PREPARED BY:

Brenda Escalante,
Aide

APPROVED BY:

Benjamin Arjona, City
Manager

August 22, 2018

Mr. Benjamin Arjona
City Manager
City of San Juan
709 S Nebraska
San Juan, TX 78589

Re: State Fiscal Year 2019 Clean Water State Revolving Fund (CWSRF) Application Invitation

Dear Mr. Arjona:

We are pleased to provide you this official notice that the City of San Juan is hereby invited to submit an application for funding to the Texas Water Development Board (TWDB) through the Clean Water State Revolving Fund.

The proposed project is listed in the Intended Use Plan (IUP) as being eligible to receive funding as shown below:

Project Description	Rehabilitate Existing Wastewater Treatment Plant
Eligible Phases	Planning, Design & Construction, Equivalency
Project Information Form Number	12773
Eligible Project Costs	\$8,540,000

Your proposed project has also been identified as eligible to receive principal forgiveness reserved for Disadvantaged Communities and Green Projects. The actual principal forgiveness amount will be reviewed, and a determination made, once your completed application is received and reviewed, based on the IUP and funding availability.

In order to be considered for funding your application must be submitted by **October 5, 2018**. Applications received after the deadline do not retain their original ranking and will be considered on a first-come, first-served basis. Application submittal guidance and the

Our Mission

To provide leadership, information, education, and support for planning, financial assistance, and outreach for the conservation and responsible development of water for Texas

Board Members

Peter M. Lake, Chairman | Kathleen Jackson, Board Member | Brooke T. Paup, Board Member
Jeff Walker, Executive Administrator

Mr. Benjamin Arjona
August 22, 2018
Page 2

related application materials may be found on our website at
www.twdb.texas.gov/financial/applications/.

A pre-application conference is a requirement of the Clean Water State Revolving Fund program. If you have not already scheduled yours, please contact Dannelle Tejeda by phone at (512) 463-8492 or by e-mail at dannelle.tejeda@twdb.texas.gov. They will be able to assist you with scheduling a meeting prior to your submission of the application.

We look forward to working with the City of San Juan on its project. Please contact Issá McDaniel, Program Coordinator, by phone at (512) 463-1706 or by email at issa.mcdaniel@twdb.texas.gov, should you have any concerns or questions.

Sincerely,

A handwritten signature in black ink that reads "Mark Wyatt". The signature is written in a cursive, flowing style.

Mark Wyatt, Director
Program Administration and Reporting
Water Supply and Infrastructure

cc: Mr. Orlando S. Cruz, P.E.

RESOLUTION NO. _____

A RESOLUTION REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD IN THE PRINCIPAL AMOUNT OF \$9,400,000 FOR CONSTRUCTING VARIOUS PUBLIC IMPROVEMENTS TO THE CITY'S UTILITY SYSTEM; AUTHORIZING THE CITY'S FINANCIAL ADVISORS, BOND COUNSEL, AND ENGINEERS TO COORDINATE THE SUBMISSION OF THE APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of San Juan, Texas (the *City*) deems it necessary to apply to the Texas Water Development Board (the *Board*) for financial assistance; and

WHEREAS, in accordance with the rules and regulations of the Board, which govern the procedures in making such an application, the governing body of the City is required to pass a resolution to accompany such application; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS THAT:

1. It is hereby found and determined that the City cannot reasonably finance the proposed project without the financial assistance of the Board in the amount requested.

2. The City hereby requests that the Board grant financial assistance to the City in the amount not to exceed \$9,400,000 (as a loan or by the purchase of obligations of the City and the receipt of the largest amount of grant funds lawfully available from the Board) for constructing improvements to the City's utility system, as designed by the City's Consulting Engineer (defined herein), and the purchase of the necessary land and rights-of-way relating to this project. These obligations may be issued by the City in one or more series.

3. The Mayor of the City is hereby authorized to execute and submit to the Board the application for such financial assistance, and the Mayor of the City, or his designee, together with Bond Counsel (defined herein), the Financial Advisor (defined herein), and the Consulting Engineer, each named in such application, are authorized to appear before the Board in support of such application.

4. The Mayor of the City is further specifically authorized to make the required assurances to the Board in accordance with the rules, regulations, and policies of the Board.

5. The City Commission authorizes the Mayor or the City Manager of the City, or the designee of any of the foregoing, to take all actions necessary to execute any necessary financial advisory contract with Hilltop Securities Inc., as the financial advisor to the City (the *Financial Advisor*). The City Commission understands that under applicable federal securities laws and regulations that the City must have a contractual agreement with its Financial Advisor relating to the sale, issuance, and delivery of debt obligations of the City. In addition the City Commission

also authorizes the Mayor or the City Manager of the City, or the designee of any of the foregoing, to take all actions necessary to execute any necessary engagement agreement with Norton Rose Fulbright US LLP, as the bond counsel to the City (*Bond Counsel*). The City Commission has retained Cruz-Hogan Consultants, Inc. (the *Consulting Engineer*) as the consulting engineer to the City for this project. Execution of such engagement agreements also constitute a prerequisite to the City's filing of its application with the Board.

A certified copy of this Resolution shall be attached to the application for financial assistance herein authorized to be prepared and submitted to the Board, and the City Secretary of the City is authorized and directed to prepare and certify such number of copies of this Resolution as may be required for purposes of supporting the submission of such application to the Board.

6. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City.

7. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

8. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

9. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Resolution would have been enacted without such invalid provision.

10. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

11. This Resolution shall be in force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank]

PASSED, ADOPTED AND APPROVED on the 11th day of September, 2018.

CITY OF SAN JUAN, TEXAS

Mayor

Attest:

City Secretary

(CITY SEAL)

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 11, 2018

Consideration and Approval of a Resolution Requesting Financial Assistance from the Texas Water Development Board in the Principal Amount of \$4,300.000 for Constructing Various Public Improvements to the City's Utility System; Authorizing the City's Financial Advisors, Bond Counsel, and Engineers to Coordinate the Submission of an Application to the Texas Water Development Board; and Other Matters in Connection Therewith.

STAFF COMMENTS AND RECOMMENDATIONS:

Consideration and Approval of a Resolution Requesting Financial Assistance from the Texas Water Development Board in the Principal Amount of \$4,300.000 for Constructing Various Public Improvements to the City's Utility System; Authorizing the City's Financial Advisors, Bond Counsel, and Engineers to Coordinate the Submission of an Application to the Texas Water Development Board; and Other Matters in Connection Therewith.

RECOMMENDATION:

Move to Adopt a Resolution Requesting Financial Assistance from the Texas Water Development Board in the Principal Amount of \$4,300,000.

PREPARED BY:

Brenda Escalante,
Aide

APPROVED BY:

Benjamin Arjona, City
Manager

August 22, 2018

Mr. Benjamin Arjona
City Manager
City of San Juan
709 S Nebraska
San Juan, TX 78589

Re: State Fiscal Year 2019 Clean Water State Revolving Fund (CWSRF) Application Invitation

Dear Mr. Arjona:

We are pleased to provide you this official notice that the City of San Juan is hereby invited to submit an application for funding to the Texas Water Development Board (TWDB) through the Clean Water State Revolving Fund.

The proposed project is listed in the Intended Use Plan (IUP) as being eligible to receive funding as shown below:

Project Description	Lift Station Rehabilitation
Eligible Phases	Construction, Equivalency
Project Information Form Number	12901
Eligible Project Costs	\$3,945,000

Your proposed project has also been identified as eligible to receive principal forgiveness reserved for Disadvantaged Communities. The actual principal forgiveness amount will be reviewed, and a determination made, once your completed application is received and reviewed, based on the IUP and funding availability.

In order to be considered for funding your application must be submitted by **October 5, 2018**. Applications received after the deadline do not retain their original ranking and will be considered on a first-come, first-served basis. Application submittal guidance and the related application materials may be found on our website at www.twdb.texas.gov/financial/applications/.

Our Mission

To provide leadership, information, education, and support for planning, financial assistance, and outreach for the conservation and responsible development of water for Texas

Board Members

Peter M. Lake, Chairman | Kathleen Jackson, Board Member | Brooke T. Paup, Board Member
Jeff Walker, Executive Administrator

Mr. Benjamin Arjona
August 22, 2018
Page 2

A pre-application conference is a requirement of the Clean Water State Revolving Fund program. If you have not already scheduled yours, please contact Dannelle Tejeda by phone at (512) 463-8492 or by e-mail at dannelle.tejeda@twdb.texas.gov. They will be able to assist you with scheduling a meeting prior to your submission of the application.

We look forward to working with the City of San Juan on its project. Please contact Issá McDaniel, Program Coordinator, by phone at (512) 463-1706 or by email at issa.mcdaniel@twdb.texas.gov, should you have any concerns or questions.

Sincerely,

A handwritten signature in black ink that reads "Mark Wyatt". The signature is written in a cursive, flowing style.

Mark Wyatt, Director
Program Administration and Reporting
Water Supply and Infrastructure

cc: Mr. Orlando S. Cruz, P.E.

RESOLUTION NO. _____

A RESOLUTION REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD IN THE PRINCIPAL AMOUNT OF \$4,300,000 FOR CONSTRUCTING VARIOUS PUBLIC IMPROVEMENTS TO THE CITY'S UTILITY SYSTEM; AUTHORIZING THE CITY'S FINANCIAL ADVISORS, BOND COUNSEL, AND ENGINEERS TO COORDINATE THE SUBMISSION OF THE APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of San Juan, Texas (the *City*) deems it necessary to apply to the Texas Water Development Board (the *Board*) for financial assistance; and

WHEREAS, in accordance with the rules and regulations of the Board, which govern the procedures in making such an application, the governing body of the City is required to pass a resolution to accompany such application; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS THAT:

1. It is hereby found and determined that the City cannot reasonably finance the proposed project without the financial assistance of the Board in the amount requested.

2. The City hereby requests that the Board grant financial assistance to the City in the amount not to exceed \$4,300,000 (as a loan or by the purchase of obligations of the City and the receipt of the largest amount of grant funds lawfully available from the Board) for constructing improvements to the City's utility system, as designed by the City's Consulting Engineer (defined herein), and the purchase of the necessary land and rights-of-way relating to this project. These obligations may be issued by the City in one or more series.

3. The Mayor of the City is hereby authorized to execute and submit to the Board the application for such financial assistance, and the Mayor of the City, or his designee, together with Bond Counsel (defined herein), the Financial Advisor (defined herein), and the Consulting Engineer, each named in such application, are authorized to appear before the Board in support of such application.

4. The Mayor of the City is further specifically authorized to make the required assurances to the Board in accordance with the rules, regulations, and policies of the Board.

5. The City Commission authorizes the Mayor or the City Manager of the City, or the designee of any of the foregoing, to take all actions necessary to execute any necessary financial advisory contract with Hilltop Securities Inc., as the financial advisor to the City (the *Financial Advisor*). The City Commission understands that under applicable federal securities laws and regulations that the City must have a contractual agreement with its Financial Advisor relating to the sale, issuance, and delivery of debt obligations of the City. In addition the City Commission

also authorizes the Mayor or the City Manager of the City, or the designee of any of the foregoing, to take all actions necessary to execute any necessary engagement agreement with Norton Rose Fulbright US LLP, as the bond counsel to the City (*Bond Counsel*). The City Commission has retained Cruz-Hogan Consultants, Inc. (the *Consulting Engineer*) as the consulting engineer to the City for this project. Execution of such engagement agreements also constitute a prerequisite to the City's filing of its application with the Board.

A certified copy of this Resolution shall be attached to the application for financial assistance herein authorized to be prepared and submitted to the Board, and the City Secretary of the City is authorized and directed to prepare and certify such number of copies of this Resolution as may be required for purposes of supporting the submission of such application to the Board.

6. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City.

7. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

8. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

9. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Resolution would have been enacted without such invalid provision.

10. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

11. This Resolution shall be in force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank]

PASSED, ADOPTED AND APPROVED on the 11th day of September, 2018.

CITY OF SAN JUAN, TEXAS

Mayor

Attest:

City Secretary

(CITY SEAL)

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 11, 2018

Consideration and Approval of a Resolution Approving the City's Plan of Finance Pertaining to the Contemplated Issuance of Obligations to be Designated as "City of San Juan, Texas Waterworks and Sewer System Revenue Bonds", In One More Series, Authorizing the City Staff and the City's Financial Advisor and Bond Counsel to Proceed with this Plan of Finance; and Authorizing Other Matters Related to the Foregoing.

STAFF COMMENTS AND RECOMMENDATIONS:

Consideration and Approval of a Resolution Approving the City's Plan of Finance Pertaining to the Contemplated Issuance of Obligations to be Designated as "City of San Juan, Texas Waterworks and Sewer System Revenue Bonds", In One More Series, Authorizing the City Staff and the City's Financial Advisor and Bond Counsel to Proceed with this Plan of Finance; and Authorizing Other Matters Related to the Foregoing.

RECOMMENDATION:

Move to Adopt a Resolution Approving the City's Plan of Finance.

PREPARED BY:

Brenda Escalante,
Aide

APPROVED BY:

Benjamin Arjona, City
Manager



Contacts

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100 East Nolana Loop
Pharr, Texas 78577
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Texas Water Development Board Clean Water State Revolving Fund Financial Assistance Pre-Application Plan of Finance

September 11, 2018

City of San Juan, Texas

Table of Contents

1. Plan of Finance
2. Municipal Market Update
3. Preliminary Summary Statistics
4. Preliminary Cash Flows
5. Tentative Schedule of Events

Plan of Finance

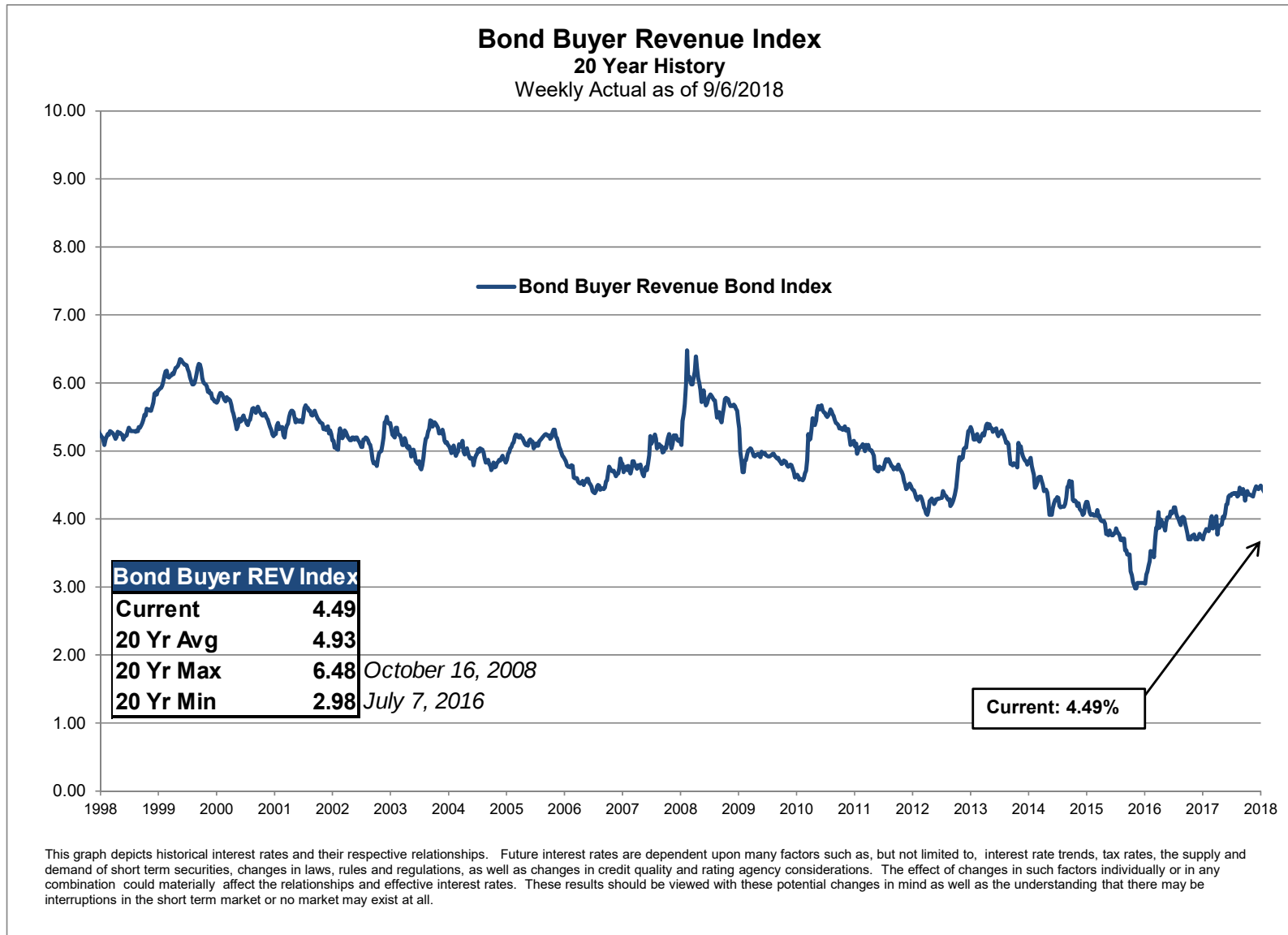
City of San Juan, Texas

- The City of San Juan, TX (the “City”) intends to apply for financial assistance to the Texas Water Development Board (the “TWDB”). The City is contemplating the following projects:
 - a) Funding in the amount of not-to-exceed \$9,400,000 under the CWSRF (Clean Water State Revolving Fund) program to fund a Rehabilitation of an Existing Wastewater Treatment Plant
 - b) Funding the amount of not-to-exceed \$4,300,000 under the CWSRF (Clean Water State Revolving Fund) program to fund the Rehabilitation of Lift Stations and Force Mains
- The City would sell Waterworks and Sewer System First Lien Revenue Bonds to the TWDB
- The City would offer a pledge of a first lien on the net revenues of the waterworks and sewer system as sufficient security for the repayment of the Bonds.
- The Bonds would be structured with level debt service payments.
- **No utility rate impact or negative debt payment coverage implications are projected by this issuance. The City would take advantage of the TWDB Clean Water State Revolving Fund Equivalency subsidy of 1.65%**
- **The City would request 30% loan forgiveness for both projects as per the draft Clean Water State Revolving Fund Fiscal Year 2019 TWDB Intended Use Plan – Disadvantaged Community**

CITY OF SAN JUAN, TEXAS

Municipal Market Update (Bond Buyer REV Index)

City of San Juan, Texas



Source: The Bond Buyer

Preliminary Summary Statistics

City of San Juan, Texas

Summary Statistics		
	Existing WTTP Rehabilitation	Lift Station Rehabilitation
Projected Par Amount	\$9,400,000	\$4,300,000
Estimated Subsidized Interest Rate ⁽¹⁾	2.06%	2.06%
First interest payment	1/1/2020	1/1/2020
First principal payment	1/1/2020	1/1/2020
Final maturity	1/1/2049	1/1/2049
Average Annual Debt Service (2020-2049)	\$420,671	\$192,421
W&S Revenue Debt Service Coverage ⁽²⁾	1.58x	

(1) Assumes "BAA" Rated Interest Rates less 1.65% Equivalency Subsidy as of 9/7/2018. Subject to Change at Anytime.

(2) Additional Bonds Test is 1.25x the Net Revenues over the Average Annual Debt Service of the Parity Bonds (W&S revenue bonds only). Based on the pro forma calculations in the following slide, the Additional Bonds Test is satisfied.

CITY OF SAN JUAN, TEXAS

Preliminary Cash Flows

City of San Juan, Texas

City of San Juan, Texas

Waterworks and Sewer System Revenue Bonds, Series 2019 & 2019A - Texas Water Development Board - Clean Water State Revolving Fund

PRELIMINARY; FOR PURPOSES OF DISCUSSION ONLY

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
FYE	Net	Outstanding Senior Lien W&S Revenue D/S	Outstanding W&S Revenue Supp. GO D/S	TOTAL Outstanding System D/S	\$9,400,000 Waterworks and Sewer System Revenue Bonds, Series 2019 (Sr Lien) True Interest Cost = 2.06%			\$4,300,000 Waterworks and Sewer System Revenue Bonds, Series 2019A (Sr Lien) True Interest Cost = 2.06%			NEW Estimated TOTAL W&S Revenue	Surplus Cash Flow	Aggregate D/S Coverage	W&S Revenue Bonds D/S Coverage ⁽³⁾
9/30	Revenues ⁽¹⁾	D/S	D/S	D/S	Principal	Interest	Total D/S	Principal	Interest	Total D/S	Debt Service	Cash Flow	Coverage	Coverage ⁽³⁾
2019	\$ 1,827,483	\$ 731,175	\$ 409,175	\$ 1,140,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,140,350	\$ 687,133	1.60x	2.50x
2020	1,827,483	730,257	411,575	1,141,832	200,000	221,623	421,623	90,000	101,408	191,408	1,754,863	72,620	1.04x	1.59x
2021	1,827,483	729,730	413,375	1,143,105	250,000	169,834	419,834	115,000	77,713	192,713	1,755,652	71,831	1.04x	1.59x
2022	1,827,483	732,686	408,975	1,141,661	255,000	167,976	422,976	115,000	76,868	191,868	1,756,505	70,978	1.04x	1.58x
2023	1,827,483	684,833	457,388	1,142,221	255,000	165,694	420,694	115,000	75,839	190,839	1,753,753	73,730	1.04x	1.65x
2024	1,827,483	686,428	459,438	1,145,866	260,000	163,014	423,014	120,000	74,615	194,615	1,763,495	63,988	1.04x	1.65x
2025	1,827,483	667,379	480,925	1,148,304	260,000	159,920	419,920	120,000	73,187	193,187	1,761,411	66,072	1.04x	1.68x
2026	1,827,483	667,671	161,700	829,371	265,000	156,454	421,454	120,000	71,603	191,603	1,442,428	385,055	1.27x	1.68x
2027	1,827,483	667,068	162,000	829,068	270,000	152,641	422,641	125,000	69,856	194,856	1,446,565	380,918	1.26x	1.68x
2028	1,827,483	665,661	162,100	827,761	270,000	148,537	418,537	125,000	67,956	192,956	1,439,254	388,229	1.27x	1.69x
2029	1,827,483	668,459	162,000	830,459	275,000	144,176	419,176	125,000	65,956	190,956	1,440,591	386,892	1.27x	1.68x
2030	1,827,483	675,389	161,700	837,089	280,000	139,513	419,513	130,000	63,813	193,813	1,450,414	377,069	1.26x	1.67x
2031	1,827,483	671,522	161,200	832,722	285,000	134,554	419,554	130,000	61,532	191,532	1,443,807	383,676	1.27x	1.67x
2032	1,827,483	666,983	160,500	827,483	290,000	129,335	419,335	135,000	59,126	194,126	1,440,944	386,539	1.27x	1.68x
2033	1,827,483	666,736	164,500	831,236	295,000	123,894	418,894	135,000	56,615	191,615	1,441,745	385,738	1.27x	1.68x
2034	1,827,483	157,825	163,200	321,025	305,000	118,178	423,178	140,000	53,995	193,995	938,197	889,286	1.95x	3.15x
2035	1,827,483	155,603	-	155,603	310,000	112,166	422,166	140,000	51,258	191,258	769,026	1,058,457	2.38x	3.16x
2036	1,827,483	158,298	-	158,298	315,000	105,915	420,915	145,000	48,408	193,408	772,621	1,054,862	2.37x	3.16x
2037	1,827,483	155,915	-	155,915	320,000	99,454	419,454	145,000	45,457	190,457	765,825	1,061,658	2.39x	3.18x
2038	1,827,483	158,453	-	158,453	330,000	92,725	422,725	150,000	42,403	192,403	773,581	1,053,902	2.36x	3.14x
2039	1,827,483	155,915	-	155,915	335,000	85,726	420,726	155,000	39,193	194,193	770,833	1,056,650	2.37x	3.17x
2040	1,827,483	153,349	-	153,349	340,000	78,554	418,554	155,000	35,899	190,899	762,801	1,064,682	2.40x	3.20x
2041	1,827,483	160,660	-	160,660	350,000	71,188	421,188	160,000	32,536	192,536	774,383	1,053,100	2.36x	3.14x
2042	1,827,483	157,848	-	157,848	355,000	63,626	418,626	165,000	29,050	194,050	770,525	1,056,958	2.37x	3.17x
2043	1,827,483	159,963	-	159,963	365,000	55,868	420,868	165,000	25,495	190,495	771,325	1,056,158	2.37x	3.15x
2044	1,827,483	157,007	-	157,007	375,000	47,857	422,857	170,000	21,868	191,868	771,733	1,055,750	2.37x	3.15x
2045	1,827,483	154,038	-	154,038	380,000	39,647	419,647	175,000	18,116	193,116	766,800	1,060,683	2.38x	3.19x
2046	1,827,483	160,950	-	160,950	390,000	31,234	421,234	180,000	14,238	194,238	776,422	1,051,061	2.35x	3.14x
2047	1,827,483	157,745	-	157,745	400,000	22,564	422,564	180,000	10,287	190,287	770,595	1,056,888	2.37x	3.15x
2048	1,827,483	55,569	-	55,569	405,000	13,688	418,688	185,000	6,262	191,262	665,520	1,161,963	2.75x	3.85x
2049	1,827,483	-	-	-	415,000	4,607	419,607	190,000	2,109	192,109	611,716	1,215,767	2.99x	4.36x
	\$ 12,571,111	\$ 4,499,750	\$ 17,070,861		\$ 9,400,000	\$ 3,220,156	\$ 12,620,156	\$ 4,300,000	\$ 1,472,658	\$ 5,772,658	\$ 35,463,676	\$ 21,188,290		

Assumptions:

(1) Audited as of Fiscal Year 2017. Excludes depreciation expense and capital outlay.

(2) Assumes "BAA" Rated Interest Rates less 1.65% Equivalency Subsidy as of 9/7/2018. Subject to Change at Anytime.

(3) Additional Bonds Test is 1.25x the Net Revenues over the Avg. Annual Debt Service of the Parity Bonds (W&S revenue bonds). Based on the proforma calculations above, the Additional Bonds Test is satisfied.

Tentative Schedule of Events

City of San Juan, Texas

Date	Event
9/11/2018	<u>City Commission approves Resolutions Requesting Financial Assistance</u>
10/5/2018	Deadline to submit financial assistance application to the Texas Water Development Board for both Clean Water State Revolving Fund
1 st or 2 nd Quarter of 2019	Texas Water Development approves financial assistance application
2 nd or 3 rd Quarter of 2019	<u>City Commission approves and Ordinance authorizing the issuance of Bonds; and Loan Forgiveness Agreements with the TWDB if grant funding is available</u> <u>Financial Assistance funding through Bonds and potential Loan Forgiveness Funds (grants)</u>

CITY OF SAN JUAN, TEXAS

A RESOLUTION APPROVING THE CITY'S PLAN OF FINANCE PERTAINING TO THE CONTEMPLATED ISSUANCE OF OBLIGATIONS TO BE DESIGNATED AS "CITY OF SAN JUAN, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS," IN ONE OR MORE SERIES; AUTHORIZING THE CITY STAFF AND THE CITY'S FINANCIAL ADVISOR AND BOND COUNSEL TO PROCEED WITH THIS PLAN OF FINANCE; AND AUTHORIZING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS, the City Commission (the *Commission*) of the City of San Juan, Texas (the *City*) has the legal authority pursuant to laws of the State of Texas to issue one or more series of revenue bonds for various purposes, including making utility system capital infrastructure improvements, to purchase equipment, and to acquire real property interests, and to repay the debt service requirements on these revenue bonds from the lien on and pledge of the net revenues of the City's utility system; and

WHEREAS, the City has previously retained Hilltop Securities, Inc., Pharr, Texas (the *Financial Advisors*) and Norton Rose Fulbright US LLP, San Antonio, Texas (*Bond Counsel*), as its financial advisor and bond counsel, respectively, relating to the proposed issuance of any debt; and

WHEREAS, the Commission authorizes the Mayor, Mayor Pro Tem, City Manager, Director of Finance, City Secretary, and the City Attorney, as appropriate, or their designees, to consult and assist the Financial Advisors and Bond Counsel in the preparation of the required financing documents relating to the sale of certain revenue bonds to be sold in one or more series and delivered to the Texas Water Development Board (the *Bonds*); and

WHEREAS, the Commission hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the City; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS THAT:

SECTION 1. The Commission provides its direction to move forward with the sale of the Bonds to the Texas Water Development Board in accordance with the plan of finance recommended by the Financial Advisors.

SECTION 2. The Financial Advisors will also coordinate the sale of the Bonds and will otherwise coordinate the financial aspects relating to this transaction to ensure that the City receives the lowest possible interest rate on the Bonds and complies with all applicable regulations and rules promulgated by the United States Securities and Exchange Commission and the Municipal Securities Rule Making Board.

SECTION 3. The Mayor, Mayor Pro Tem, City Manager, Director of Finance, City Secretary, and City Attorney, as appropriate, are authorized to consult and assist the Financial Advisors and Bond Counsel in the preparation of the required financing documents, including ordinances authorizing the issuance of the Bonds, such ordinances to be formally approved at a future meeting of the Commission.

SECTION 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Commission.

SECTION 5. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commission hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank.]

PASSED, ADOPTED AND APPROVED on this the 11th day of September, 2018.

CITY OF SAN JUAN, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 11, 2018

Consider Adoption of an Ordinance in Second Reading for a Conditional Use Permit to operate a portable food concession stand at the parking lot located at 1101 E. FM 495, legally described as the West 440 feet of the South 495 feet of Lot 5, Block 39, Alamo Land and Sugar Company's Subdivision, as Requested by Javier Leal.

STAFF COMMENTS AND RECOMMENDATIONS:

During the city Commission meeting of August 28, the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background.

Mr. Leal is applying for a Conditional Use Permit to operate a food truck at the parking area located at 1101 E. FM 495, where El Cielo Banquet Hall is located. The applicant has a restaurant in the same property "La Cocina de Mama" that was open in June of this year. The restaurant is located in a separate building located to the East of the property. He is proposing to install a food truck to sell food during the evenings. The restaurant is going to continue with their regular operation hours from 7:00 a.m. to 3:00 p.m. and restrooms will be available all the time for customers.

The proposed days and hours of operation for the food truck are every day from 5:00 p.m. to 1:00 a.m.

Staff mailed a notice to twenty-two (22) property owners within a two hundred-foot radius and received no comments in favor or against the request.

RECOMMENDATION:

During the meeting of August 16, 2018 the Planning and Zoning Commission unanimously recommended approval of the conditional use permit subject to comply with the list of conditions attached to the packet.

PREPARED BY:

Antonio Jaramillo,
Interim Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 08/16/2018
CITY COMMISSION – 09/11/2018
DATE PREPARED – 08/29/2018

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit to operate a portable food concession stand.
APPLICANT:	Javier Leal
SURVEYOR/ENGINEER:	N/A
LEGAL:	The West 440 feet of the South 495 feet of Lot 5, Block 39, Alamo Land and Sugar Company's Subdivision.
LOCATION:	1101 E. FM 495
LOT/TRACT SIZE:	Approximately 1,200 square feet
EXISTING LAND USE AND ZONING:	<u>North</u> – Agriculture; Single-Family Residence District (R-S) <u>South</u> – Commercial/Residential; General Business District (C-2) <u>West</u> – Church; General Business District (C-2)/Single-Family Residence District (R-S) <u>East</u> – Commercial; General Business District (C-2)/Single-Family Residence District (R-S)
ACCESS AND CIRCULATION:	The property has access onto FM 495.
PUBLIC SERVICES:	Water service is provided by the North Alamo Water Supply Corporation; sewer is provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval of the conditional use permit subject to compliance with the conditions as listed in the packet.

EVALUATION AND CONDITIONS FOR APPROVAL

Mr. Leal is applying for a Conditional Use Permit to operate a food truck at the parking area located at 1101 E. FM 495, where El Cielo Banquet Hall is located. The applicant has a restaurant in the same property "La Cocina de Mama" that was open in June of this year. The restaurant is located in a separate building located to the East of the property. He is proposing to install a food truck to sell food during the evenings. The restaurant is going to continue with their regular operation hours from 7:00 a.m. to 3:00 p.m. and restrooms will be available all the time for customers.

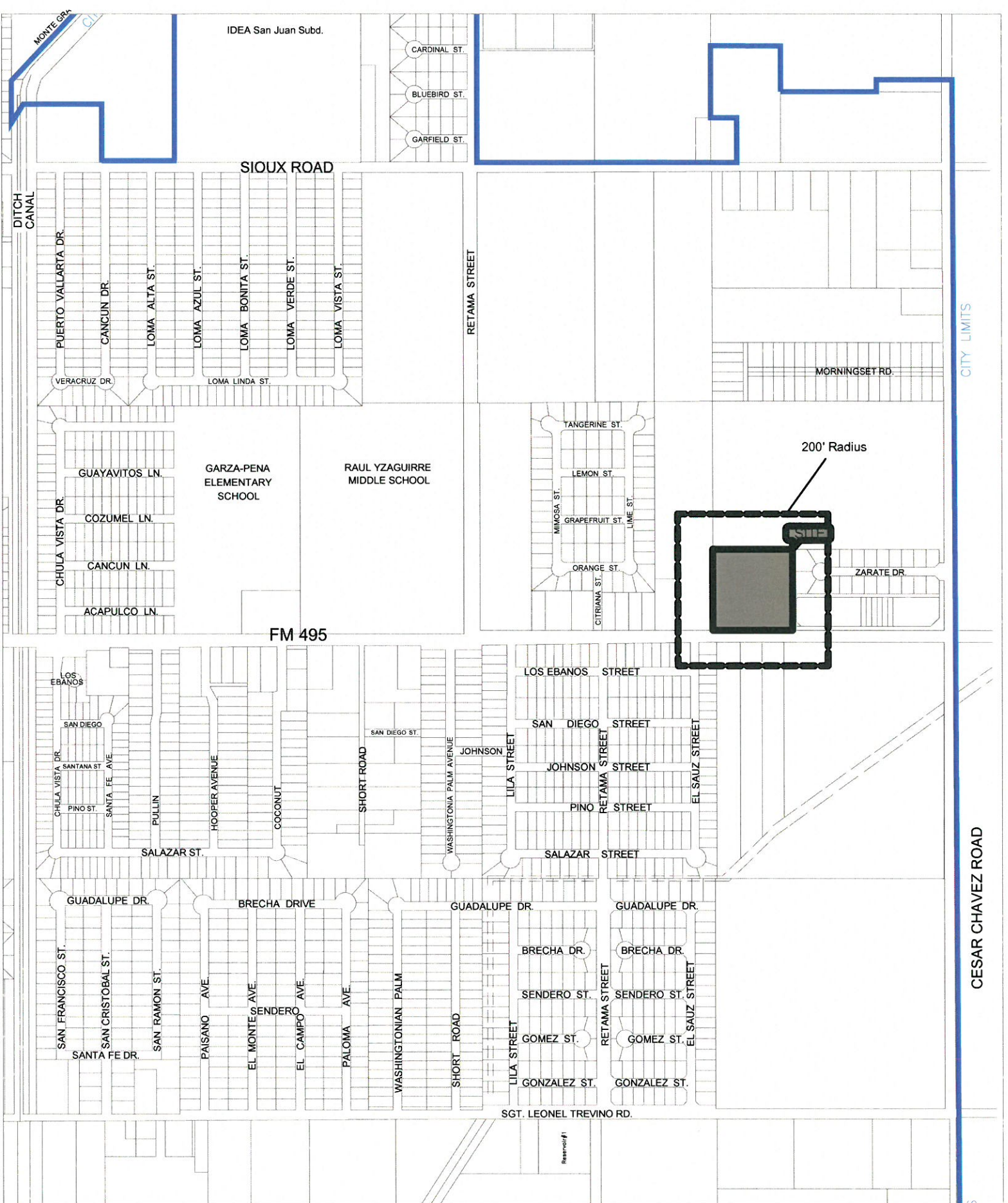
The proposed days and hours of operation for the food truck are every day from 5:00 p.m. to 1:00 a.m.

Staff recommends approval subject to the following conditions:

1. The restaurant has enough parking spaces for the customers.
2. Must submit documents from the State Comptroller to ensure the business will generate sales taxes for the City.
3. Must obtain a permit from the Hidalgo County Health Department prior to opening the stand.
4. Must comply with all building and fire codes prior to opening the stand.
5. Must have clean restrooms available for the customers at all times. Restrooms are in compliance with the American with Disabilities Act.
6. Signs must be posted in the stand stating that restrooms are available for the customers inside the restaurant.
7. Security cameras must be installed outside the restaurant.
8. Days and hours of operation to be every day from 5:00 p.m. to 1:00 a.m.
9. There shall be no outside music at any time.
10. The two businesses (restaurant and food truck) cannot be open at same time.

Staff mailed a notice to twenty-two (22) property owners within a two hundred-foot radius and received no comments in favor or against the request.

ATTACHMENTS:	Location Map Aerial Photo Zoning Map Site Plan List of neighboring property owners receiving notices Photos Ordinance
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- Legend**
- CITY LIMITS
 - Proposed area

Conditional Use Permit to operate a portable food concession stand at the parking lot located at 1101 E. FM 495, legally described as the West 440 feet of the South 495 feet of Lot 5, Block 39, Alamo Land and Sugar Company's Subdivision, as Requested by Javier Leal.



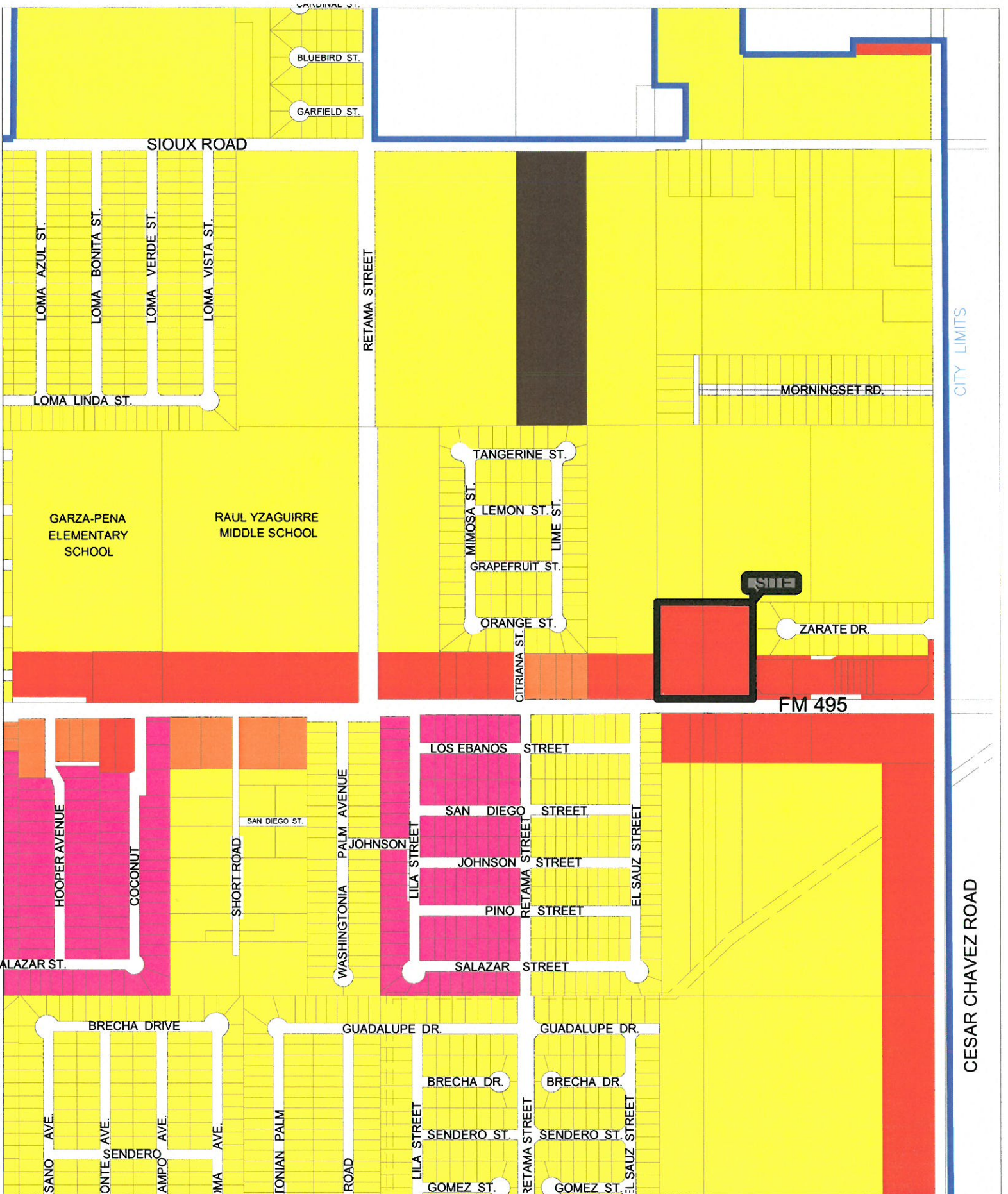


Legend

- CITY LIMITS
- Proposed area

Conditional Use Permit to operate a portable food concession stand at the parking lot located at 1101 E. FM 495, legally described as the West 440 feet of the South 495 feet of Lot 5, Block 39, Alamo Land and Sugar Company's Subdivision, as Requested by Javier Leal.





Conditional Use Permit to operate a portable food concession stand at the parking lot located at 1101 E. FM 495, legally described as the West 440 feet of the South 495 feet of Lot 5, Block 39, Alamo Land and Sugar Company's Subdivision, as Requested by Javier Leal.

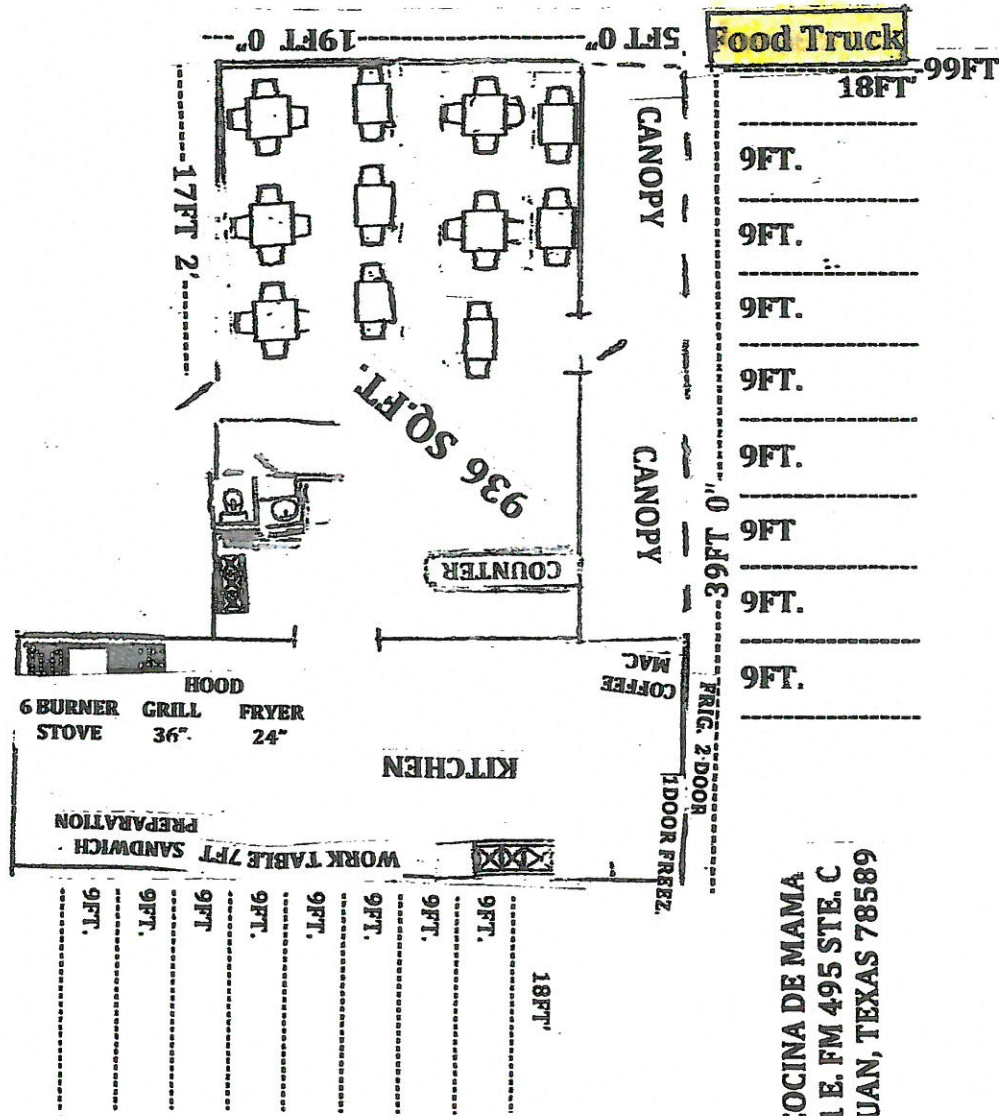
CITY LIMITS

CESAR CHAVEZ ROAD



SITE PLAN FOOD TRUCK

1101 E. FM 495 STE. C
San Juan, Texas 78589



LA COCINA DE MAMA
1101 E. FM 495 STE. C
SAN JUAN, TEXAS 78589

BOUNDRY LINE

BOUNDRY LINE

BOUNDRY LINE

BOUNDRY

EAST

FM 495

ENTRANCE

495

WEST

Conditional Use Permit to operate a portable food concession stand at the parking lot located at 1101 E. FM 495, legally described as the West 440 feet of the South 495 feet of Lot 5, Block 39, Alamo Land and Sugar Company's Subdivision, as Requested by Javier Leal.

Leal, Javier
1101 E. FM 495, Suite C
San Juan, TX 78589

Sanchez, Maria Magdalena
1232 S. Bluebonnet Street
Pharr, TX 78577

Ibarra, Susana
1204 Zarate Dr.
San Juan, TX 78589

Goma Real Estate Investments
Family Limited Partnership
1101 E. FM 495, Suite E
San Juan, TX 78589-3187

Zarate, Federico Jr.
1106 E FM 495
San Juan, TX 78589

Silvia, Carlos E.
1206 Zarate Dr.
San Juan, TX 78589

Noser Farms LLC.
721 S. McColl Rd.
McAllen, TX 78501

Garza, Nora Nancy
11008 E. FM 495
San Juan, TX 78589

Iglesia de la Comunidad Cristo la
Roca Inc.
P.O. Box 298
San Juan, TX 78589

Razo, Rodolfo and Rodolfo Jr.
5109 Garcia Avenue
Edinburg, TX 78541

Garza, Maria G. and Liliana Garza
2507 Monterrey St.
Hidalgo, TX 78577

Solo Carwash Inc.
1918 N. 23rd Street
McAllen, TX 78501

Garcia, Margaret and Law Offices
of Sinkin & Marvel
105 W. Woodland Avenue
San Antonio, TX 78212-3457

Hinostroza, Alfonso
P.O. Box 51
San Juan, TX 78589

Quintanilla, Roberto and Iliana
Gonzalez
130 Val Bar
Alamo, TX 78516

Ibarra, Jesus and Crystal
1207 Zarate St.
San Juan, TX 78589

Garza, Esteban M. and Maria
1607 El Sauz St.
San Juan, TX 78589

Montalvo, Jose Jr.
1205 Zarate St.
San Juan, TX 78589

Balboa, Elias and Debra L.
1609 El Sauz St.
San Juan, TX 78589

Zarate, Manuel and Carmen
1203 Zarate St.
San Juan, TX 78589

Cancino, Gonzaleo M. and Jesus L.
1611 El Sauz St.
San Juan, TX 78589

Garcia, Renato G. and Julieta N.
1818 Square Village
Mission, TX 78572

Conditional Use Permit to operate a portable food concession stand at the parking lot located at 1101 E. FM 495, legally described as the West 440 feet of the South 495 feet of Lot 5, Block 39, Alamo Land and Sugar Company's Subdivision, as Requested by Javier Leal.



Food Truck (exterior)



Food Truck (interior)

ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO OPERATE A FOOD TRUCK AT 1101 E. FM 495, LEGALLY DESCRIBED AS THE WEST 440 FEET OF THE SOUTH 495 FEET OF LOT 5, BLOCK 39, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, AS PROVIDED IN ARTICLE IV, OF THE ZONING ORDINANCE, CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING FOR A CODE DISPOSITION.

WHEREAS, Javier Leal has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan to operate a food truck at La Cocina de Mama Restaurant.

WHEREAS, this type of activity is prohibited by said Zoning Ordinance unless a Conditional Use Permit is granted; and,

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of San Juan, Texas, presented its report to the City Commission of the City of San Juan with a favorable recommendation for the Conditional Use Permit for the said property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS, AS FOLLOWS:

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to Javier Leal to operate a food truck at La Cocina de Mama Restaurant located at 1101 E. FM 495, legally described as the West 440 feet of the South 495 feet of Lot 5, Block 39, Alamo Land and Sugar Company's Subdivision, subject to the following conditions:

1. The restaurant has enough parking spaces for the customers.
2. Must submit documents from the State Comptroller to ensure the business will generate sales taxes for the City.
3. Must obtain a permit from the Hidalgo County Health Department prior to opening the stand.
4. Must comply with all building and fire codes prior to opening the stand.
5. Must have clean restrooms available for the customers at all times. Restrooms are in compliance with the American with Disabilities Act.
6. Signs must be posted in the stand stating that restrooms are available for the customers inside the restaurant.
7. Security cameras must be installed outside the restaurant.
8. Days and hours of operation to be every day from 5:00 p.m. to 1:00 a.m.
9. There shall be no outside music at any time.
10. The two businesses (restaurant and food truck) cannot be open at same time.

SECTION II. PUBLICATION AND EFFECTIVE DATE CLAUSE. This Ordinance shall be published in the official newspaper of the City of San Juan, Texas, as provided by law, and shall be and remain in full force and effect from the after said date of publication.

PASSED and **APPROVED** on first reading on the 28th day of August, 2018.

PASSED and **APPROVED** on second and final reading on the 11th day of September, 2018.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

DIANA CAVAZOS
CITY SECRETARY

APPROVED BY:
Palacios, Garza & Thompson, P.C.

CITY ATTORNEY

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 11, 2018

Consider Adoption of an Ordinance in Second Reading for a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at “Prim’s Place” located at 202 W. Business 83, legally described as the West 125 feet of the East 605 feet of Park Lots Subdivision, as Requested by Jose Marcos Montalvo.

STAFF COMMENTS AND RECOMMENDATIONS:

During the city Commission meeting of August 28, the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background.

Mr. Montalvo, the applicant, is taking over Prim’s Place that was originally open in the year of 2012. He is applying for a conditional use permit for the Sale of Alcoholic Beverages (wine and beer) for On-Premise Consumption and late hours permit until 2:00 a.m. The proposed days and hours of operation are Monday thru Saturday from 12:00 p.m. to 2:00 a.m. and Sundays from 12:00 p.m. to 12:00 a.m. (see attached affidavit).

The Planning Department requested calls for service form the San Juan Police Department and the record shows calls for disturbance and alarm.

Staff mailed a notice of the public hearing to thirteen (13) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

RECOMMENDATION:

During the meeting of August 16, 2018 the Planning and Zoning Commission unanimously recommended approval of the conditional use contingent on a letter from property owner regarding the parking area and the list of conditions attached to the packet.

PREPARED BY:

Antonio Jaramillo,
Interim Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 08/16/2018
CITY COMMISSION – 09/11/2018
DATE PREPARED – 08/29/18

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit for the Sale and On-Site Consumption of Alcohol at “Prim’s Place.”
APPLICANT:	Jose Marcos Montalvo
AGENT:	N/A
LEGAL:	The West 125 feet of the East 605 feet of Park Lots Subdivision.
LOCATION:	202 W. Business 83
LOT/TRACT SIZE:	125 feet by 80 feet, approximately 10,000 sq. ft.
CURRENT USE OF PROPERTY:	Bar
EXISTING LAND USE/ ADJACENT ZONING:	North – Vacant; Neighborhood Commercial District (C-1) South – Commercial; Neighborhood Commercial District (C-1) East – Commercial; Neighborhood Commercial District (C-1) West – Commercial; Neighborhood Commercial District (C-1)
ACCESS AND CIRCULATION:	This property has access onto Business 83.
PUBLIC SERVICES:	Water and Sewer Services are provided by City of San Juan.
RECOMMENDATION:	Staff recommends approval.

EVALUATION AND CONDITIONS FOR APPROVAL

Mr. Montalvo, the applicant, is taking over Prim's Place that was originally open in the year of 2012. He is applying for a conditional use permit for the Sale of Alcoholic Beverages (wine and beer) for On-Premise Consumption and late hours permit until 2:00 a.m. The proposed days and hours of operation are Monday thru Saturday from 12:00 p.m. to 2:00 a.m. and Sundays from 12:00 p.m. to 12:00 a.m. (see attached affidavit).

The Planning Department requested calls for service from the San Juan Police Department and the record shows calls for disturbance and alarm.

The following is the list of requirements for Prim's Place:

1. The property line of the lot of any business, especially those having late hours (after 10:00 p.m.) must be a minimum of three hundred (300) feet from the nearest residence, church, school or publicly-owned property or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from the residential areas, and must be designed to prevent disruption of the character of adjacent residential areas.
2. The business must be as close as possible to a major arterial, and shall not allow the traffic it generates onto residential streets, or allow it to exit into and disrupt residential areas;
3. The business must provide parking in accordance with the City off-street parking regulations and make provisions to prevent use of adjacent streets for parking, especially those in adjacent residential areas, by providing additional on-site parking.
4. The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances. The loading and unloading of equipment to be on premises only.
5. The business should do everything possible and be designed to discourage criminal activities and vandalism, both on site and on adjacent properties. Provision of sufficient lighting and perimeter fencing, elimination of dark areas, and the orientation of the building such that it provides maximum visibility of as much as possible of the site from a public street;
6. The business must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties;
7. The business shall restrict the number of persons within the building to the number determined for occupancy levels by the Fire Department.
8. The business must comply with the city's noise ordinance.
9. The applicant must provide security personnel at all times during events and must comply with the City's *Security Cameras Ordinance*.

**CONDITIONAL USE PERMIT
"PRIM'S PLACE"
SEPTEMBER 11, 2018**

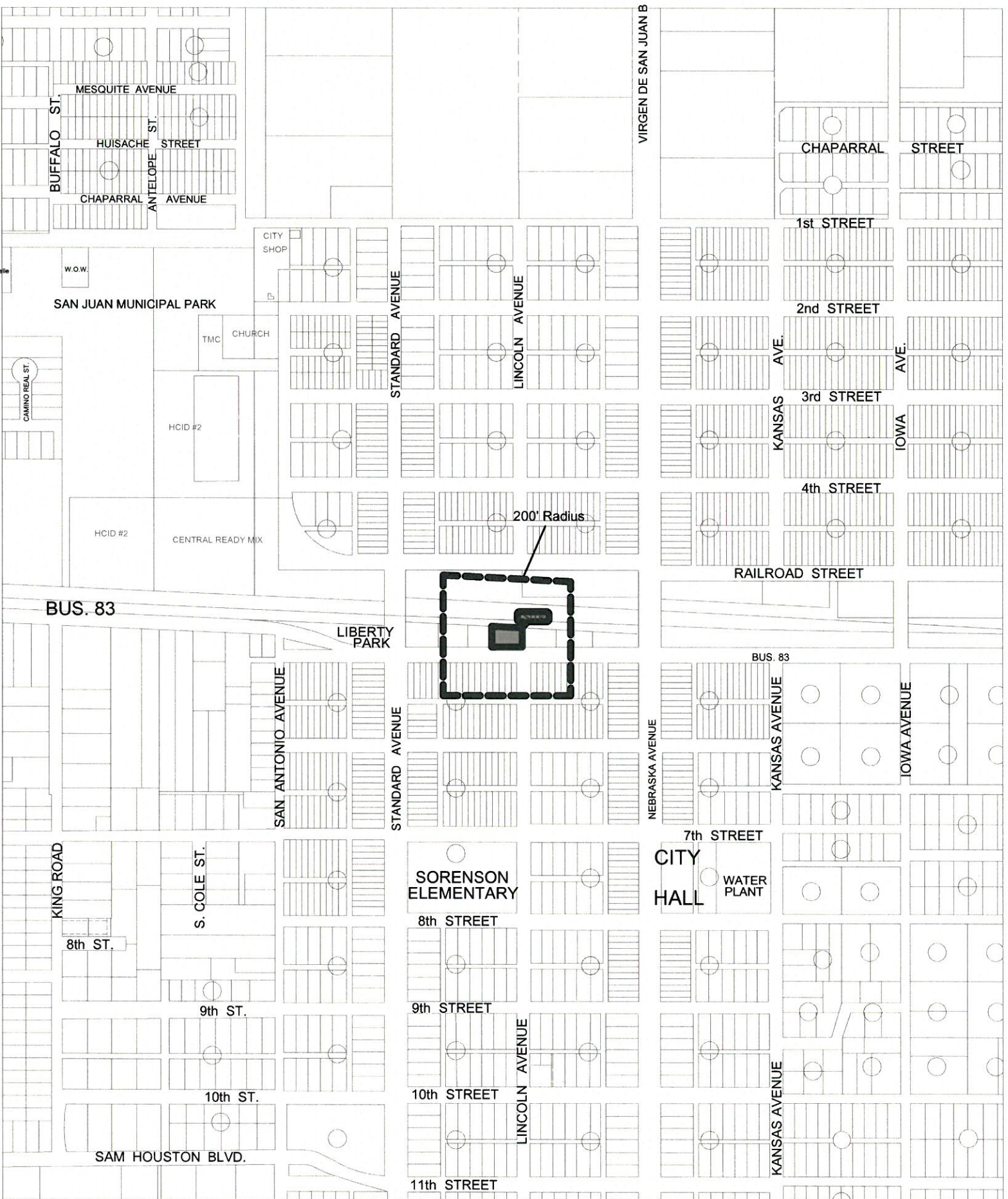
PAGE 3

10. The proposed days and hours of operation are Monday thru Saturday from 12:00 p.m. to 2:00 a.m. and Sundays from 12:00 p.m. to 12:00 a.m.
11. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license.
12. Owner agrees to abide by the hours of operation as submitted by the enclosed affidavit.
13. There shall be no smoking inside the premises at any time.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to thirteen (13) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

ATTACHMENTS:

Location Map
Aerial Photo
Zoning Map
Operation Hours Affidavit
Incident report from Police Department
Letter from property owner
List of neighboring property owners receiving notice
Photos
Ordinance



- Legend**
- CITY LIMITS
 - Proposed area

Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "Prims Place" located at 202 W Business 83, legally described as the West 125 feet of the East 605 feet of Park Lots Subdivision, as Requested by Jose Marcos Montalvo.

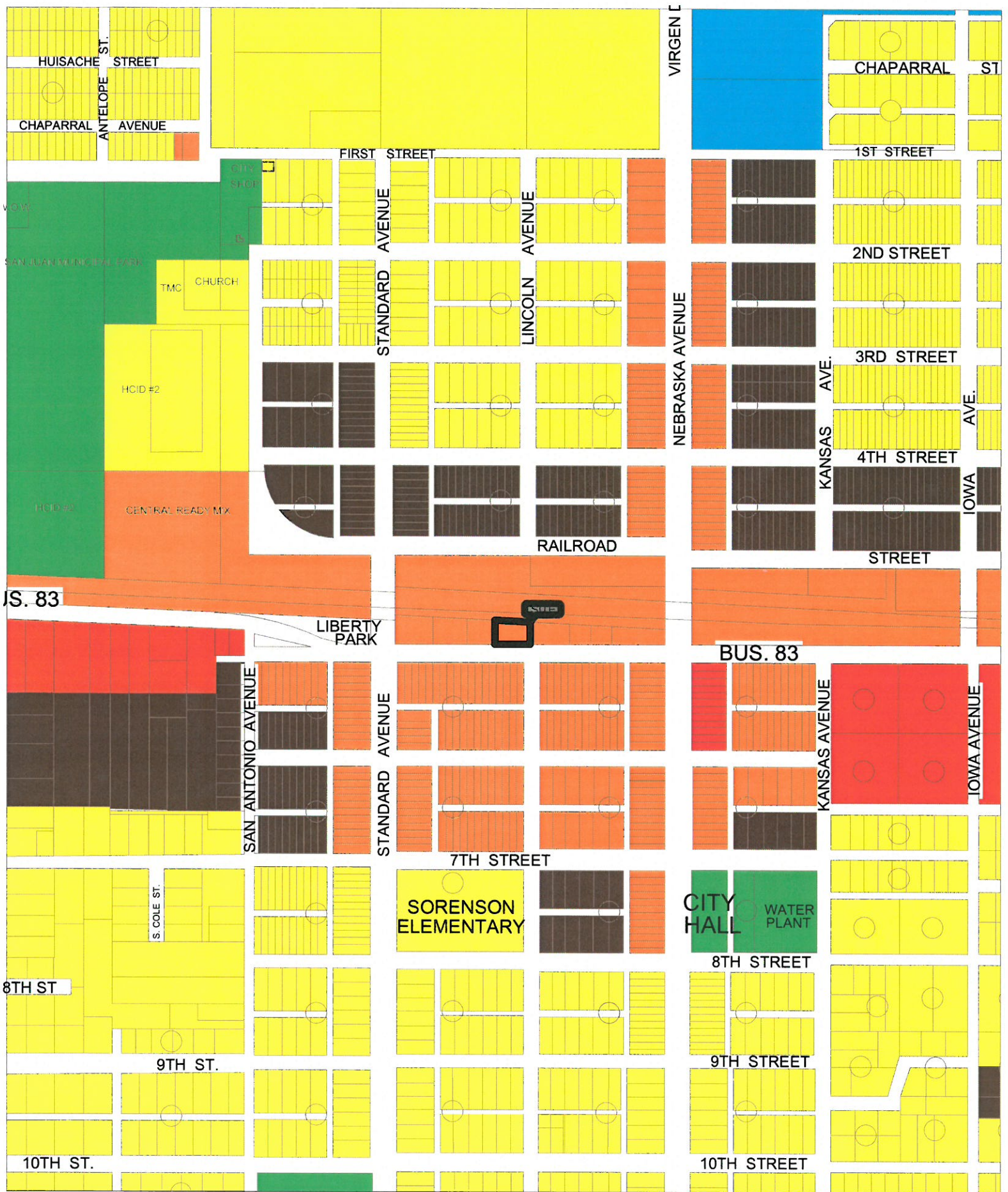




- Legend
- CITY LIMITS
 - Proposed area

Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "Prims Place" located at 202 W Business 83, legally described as the West 125 feet of the East 605 feet of Park Lots Subdivision, as Requested by Jose Marcos Montalvo.





- Zoning Districts**
- Single Family Residential (R-S)
 - Manufactured Home (R-MH)
 - Multi-Family Residential (R-MF)
 - Neighborhood Commercial (C-1)
 - General Business (C-2)
 - Heavy Commercial (C-3)
 - Light Industrial (I-1)
 - Heavy Industrial (I-2)
 - Open Space (O)
 - Exp. Corridor (EC)

Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "Prims Place" located at 202 W Business 83, legally described as the West 125 feet of the East 605 feet of Park Lots Subdivision, as Requested by Jose Marcos Montalvo.



AFFIDAVIT

August 10, 2018

To whom it may concern:

I, **Jose Marcos Montalvo**, am requesting a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "**Prims Place**" located at **202 W. US Business 83**, legally described as **the West 125 feet of the East 605 feet of Park Lots Subdivision.**

The sale of alcohol will be:

Monday from 12:00 p.m. to 2:00 a.m.

Tuesday from 12:00 p.m. to 2:00 a.m.

Wednesday from 12:00 p.m. to 2:00 a.m.

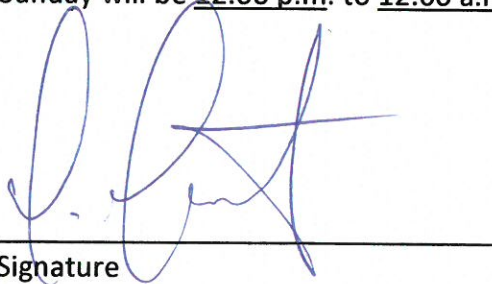
Thursday from 12:00 p.m. to 2:00 a.m.

Friday from 12:00 p.m. to 2:00 a.m.

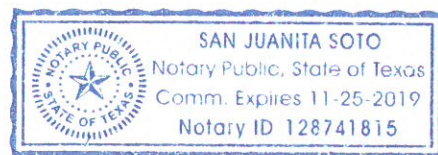
Saturday from 12:00 p.m. to 2:00 a.m.

Sunday will be 12:00 p.m. to 12:00 a.m.

Signature



Notary Public



Calls For Service Report - SAN JUAN POLICE DEPARTMENT

Sorted by Call_Number, Call_Date, Call_Time

Call_Date : 08/01/2016 00:00 - 08/07/2018 23:59

Block_Number : 202, 202

Street : business 83

AddressCategory : LOCAL ADDRESS

Call Number Case Number	Date	Time	Agency	Call Type	Callers	Address	Zone	District	Disposition	Officer / Unit Role	Racial Profile Data
<u>16-15802</u>	11/05/2016	22:54:58	SAN JUAN PD	SUSPICIOUS PERSON		202 W BUSINESS 83	1		REPORT	484 - Hernandez, Y	NO
16-02682	Sent To Dispatch-	11/05/2016 22:55:22				SAN JUAN, TX 78589	B	B5		Primary	
16-02682									TRANSPORT	489 - Segovia, K Primary	
16-02682									BACKUP	484 - Lazo, J Primary	
16-02682									BACKUP	414 - Garcia, R Primary	
16-02682									BACKUP	477 - Lopez, E Primary	
<u>17-05560</u>	04/26/2017	02:43:06	SAN JUAN PD	DISTURBANCE	BRENDA ZUNIGA	202 W BUSINESS 83	1		ARREST	467 - Navarro, E Primary	NO
17-00933	Sent To Dispatch-	04/26/2017 02:43:41				SAN JUAN, TX 78589	B	B5	BACKUP	414 - Garcia, R Primary	
17-00933									TRANSPORT	EMS 1 - EMS 1, Primary	
17-00933									DEASSIGNED	ENG 2 - ENGINE 2, Primary	
17-00933									BACKUP	ENG 1 - ENGINE 1, Primary	
17-00933									BACKUP	476 - Quiroz, M Primary	
<u>17-06394</u>	05/14/2017	01:38:53	SAN JUAN PD	ACCIDENT	ALMA	202 W BUSINESS 83	1		REPORT	485 - Martinez, R Primary	NO
17-01097	Sent To Dispatch-	05/14/2017 01:40:01				SAN JUAN, TX 78589	B	B5	BACKUP	414 - Garcia, R Primary	
17-01097									DEASSIGNED	480 - Flores, C Primary	NO
<u>17-10899</u>	08/25/2017	03:22:28	SAN JUAN PD	ALARM	SUPERIOR	202 W BUSINESS 83	1		OTHER	480 - Flores, C Primary	NO
17-11216	Sent To Dispatch-	08/25/2017 03:23:01				SAN JUAN, TX 78589	B	B5	BACKUP	477 - Lopez, E Primary	
17-11216	09/01/2017	02:04:39	SAN JUAN PD	DISTURBANCE		202 W BUSINESS 83	1		BACKUP	484 - Hernandez, Y Primary	
	Sent To Dispatch-	09/01/2017 02:05:55				SAN JUAN, TX 78589	B	B5			

08/07/2018 16:44

* There is more than one case number.

Call Number Case Number	Date	Time	Agency	Call Type	Callers	Address	Zone	District	Disposition	Officer / Unit Role	Racial Profile Data
17-11546	09/09/2017	00:11:33	SAN JUAN PD	RECKLESS DRIVER	Hernandez, Y	202 W BUSINESS 83 SAN JUAN, TX 78589	1 B	B5	BACKUP CITATION ISSUED	486 - Adame, A Primary 484 - Hernandez, Y Primary 486 - Adame, A Primary	NO
17-13225	10/20/2017	08:21:15		ALARM	SUPERIOR	202 W BUSINESS 83 SAN JUAN, TX 78589	1 B	B5			NO
17-13401	10/24/2017	08:07:19		ALARM	SUPERIOR	202 W BUSINESS 83 SAN JUAN, TX 78589	1 B	B5			NO

8 Records Selected

08/07/2018 16:44

* There is more than one case number.

2 of 2

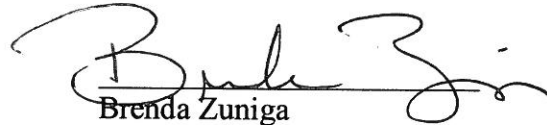
AFFADAVIT

BE IT ACKNOWLEDGED, that Brenda Zuniga of 202 W. US Highway 83, San Juan, Texas 78589, the undersigned deponent, being of legal age, does hereby depose and say under oath as follows:

I concede my use of the parking lot and the parking spaces of the car wash as well to the new manager of Prim's Place, Jose Marcos Montalvo.

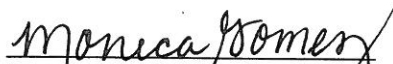
And I affirm that the foregoing is true except as to statements made upon information and belief, and as to those I believed them to be true.

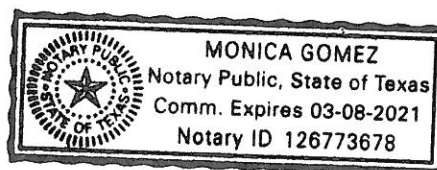
Witness my hand under the penalties of perjury this 24th day of Agosto, 2018.


Brenda Zuniga

STATE OF TEXAS
COUNTY OF HIDALGO

Sworn to and subscribed to before me on this 24th day of August, 2018 by Brenda Zuniga to witness my hand and office seal.


Notary Public, State of Texas
My commission 3/8/2021



Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "Prims Place" located at 202 W. Business 83, legally described as the West 125 feet of the East 605 feet of Park Lots Subdivision, as Requested by Jose Marcos Montalvo.

Montalvo, Jose Marcos
1311 E. Helmer St.
Pharr, TX 78577

Garza, Federico and Adan
Miguel Angel M. Reyna
504 W Lincoln Avenue
San Juan, TX 78589

Zuniga, Brenda
306 E. 11th Street
San Juan, TX 78589

Acevedo, Gustavo L. Jr.
814 Del Oro Ln.
Pharr, TX 78577

Reyes, Jesus R.
810 E. Marion St.
Pharr, TX 78577

R&B Zuniga Properties Inc.
306 E. 11th Street
San Juan, TX 78589

Yado, Ricardo
102 W. 17th Street
San Juan, TX 78589

Missouri Pacific Railroad
1400 Douglas Street
Stop 1640
Omaha, NE 68179-0002

Guajardo, Celestino Jr. & Arturo
232 W. US Business 83
San Juan, TX 78589

Isasi, Juan C.
101 E. Warren St.
Pharr, TX 78577

Texas State Bank
c/o Diana Seale Compass Bank
15 20th St. Suite 501
Birmingham, AL 35233-2000

Baughman, Nadia
221 W. US Highway 83
San Juan, TX 78589

Guzman, Enrique G.
P.O. Box 637
Donna, TX 78537

Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at “Prims Place” located at 202 W. Business 83, legally described as the West 125 feet of the East 605 feet of Park Lots Subdivision, as Requested by Jose Marcos Montalvo.



Prim's Place

ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION AT "PRIM'S PLACE" LOCATED AT 202 W. BUSINESS 83, LEGALLY DESCRIBED AS THE WEST 125 FEET OF THE EAST 605 FEET OF PARK LOTS SUBDIVISION, AS PROVIDED IN ARTICLE IV, OF THE ZONING ORDINANCE, CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING FOR A CODE DISPOSITION.

WHEREAS, Jose Marcos Montalvo has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan for the Sale of Alcoholic Beverages for On-Premise Consumption.

WHEREAS, this type of activity is prohibited by said Zoning Ordinance unless a Conditional Use Permit is granted; and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS, AS FOLLOWS:

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to Jose Marcos Montalvo for the Sale of Alcoholic Beverages for On-Premise Consumption at "Prim's Place" at property legally described as the West 125 feet of the East 605 feet of Park Lots Subdivision, subject to the following conditions:

1. The property line of the lot of any business, especially those having late hours (after 10:00 p.m.) must be a minimum of three hundred (300) feet from the nearest residence, church, school or publicly-owned property or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from the residential areas, and must be designed to prevent disruption of the character of adjacent residential areas.
2. The business must be as close as possible to a major arterial, and shall not allow the traffic it generates onto residential streets, or allow it to exit into and disrupt residential areas;
3. The business must provide parking in accordance with the City off-street parking regulations and make provisions to prevent use of adjacent streets for parking, especially those in adjacent residential areas, by providing additional on-site parking.
4. The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances. The loading and unloading of equipment to be on premises only.
5. The business should do everything possible and be designed to discourage criminal activities and vandalism, both on site and on adjacent properties. Provision of sufficient lighting and perimeter fencing, elimination of dark areas, and the orientation of the building such that it provides maximum visibility of as much as possible of the site from a public street;

6. The business must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties;
7. The business shall restrict the number of persons within the building to the number determined for occupancy levels by the Fire Department.
8. The business must comply with the city's noise ordinance.
9. The applicant must provide security personnel at all times during events and must comply with the City's *Security Cameras Ordinance*.
10. The proposed days and hours of operation are Monday thru Saturday from 12:00 p.m. to 2:00 a.m. and Sundays from 12:00 p.m. to 12:00 a.m. (see attached affidavit).
11. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license.
12. Owner agrees to abide by the hours of operation as submitted by the enclosed affidavit.
13. There shall be no smoking inside the premises at any time.

SECTION II. PUBLICATION AND EFFECTIVE DATE CLAUSE. This Ordinance shall be published in the official newspaper of the City of San Juan, Texas, as provided by law, and shall be and remain in full force and effect from the after said date of publication.

PASSED and **APPROVED** on first reading on the 28th day of August, 2018.

PASSED and **APPROVED** on second and final reading on the 11th day of September, 2018.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

APPROVED BY:
Palacios, Garza & Thompson, P.C.

DIANA CAVAZOS
CITY SECRETARY

CITY ATTORNEY